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

Tuesday, November 18, 2025
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropp**

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. BISHOP C.C. COATNEY, HOLY TEMPLE CHURCH

CLOSED SESSION (Item 2)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH LEGAL COUNSEL - 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 3 case(s).

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 3)

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

PRESENTATIONS (Items 4-7)

4. UPDATE THE FROM THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON THEIR GOALS AND INITIATIVES FOR THE 2025-2026 SCHOOL YEAR

5. UPDATE FROM MEASURE C & K BUDGET OVERSIGHT COMMITTEE

6. UPDATE FROM THE ECONOMIC DEVELOPMENT COMMISSION

7. RECOGNITION OF THE INFORMATION TECHNOLOGY & SECURITY DEPARTMENT FOR A NATIONAL TECHNOLOGY AWARD

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

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

APPROVAL OF MINUTES (Item 8)

8. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - NOVEMBER 5, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 9-34)

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 CANCELING THE DECEMBER 16, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE canceling the December 16, 2025, Regular City Council Meeting by minute order.

10. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

11. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

12. CONSIDER APPROVAL OF THE CALENDAR FOR FISCAL YEAR 2026-2027 BUDGET WORKSHOPS AND PUBLIC HEARING (CITY COUNCIL)

RECOMMENDED ACTION

— 1. SCHEDULE budget workshops in preparation for the adoption of the Fiscal Year 2026-2027 budget; and

— 2. TENTATIVELY SCHEDULE the public hearing to consider adoption of the Fiscal Year 2026-2027 budget on June 16, 2026.

13. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF OCTOBER 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report (Exhibit No. 1)

14. CONSIDER ADOPTING RESOLUTION NO. 25-139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-139, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 FOR CO-OP AGREEMENT DEMANDS".

15. CONSIDER ADOPTING RESOLUTION NO. 25-12-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-12-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081".

16. CONSIDER ADOPTING RESOLUTION NO. 25-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBER SA-001971 THROUGH SA-001975 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBER SA-001971 THROUGH SA-001975".

17. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2025

RECOMMENDED ACTION

18. CONSIDER ADOPTION OF RESOLUTION NO. 25-142 AMENDING THE FY 2025-26 ADOPTING BUDGET TO REFLECT DEPARTMENTAL RELIGNMENTS APPROVED BY THE CITY COUNCIL ON SEPTEMBER 16, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-142, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS".

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH BARR & CLARK, INCREASING THE TOTAL CONTRACT SUM TO $300,000 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Agreement with Barr & Clark for environmental testing services, increasing the contract amount to $300,000, during the initial three-year term plus the two optional one-year extension periods.

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

20. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC, FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with Kiley & Associates, LLC for federal legislative advocacy services for a five-year term, for a not-to-exceed Contract Sum of $63,420 annually, or $317,100 for the five-year term (Exhibit No. 1; the Agreement”); and

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

21. CONSIDER APPROVAL OF AMENDMENT NO.1 TO DELL MARKETING L.P. AGREEMENT FOR MICROSOFT SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Agreement with DELL MARKETING L.P. to add software licenses, including software maintenance, and software support for $66,814.00, for a total contract amount not to exceed $920,109.16, for a term of 3 years; and

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

22. CONSIDER APPROVAL OF A MASTER SERVICES AGREEMENT WITH OPENGOV INC. FOR SOFTWARE LICENSES, PROFESSIONAL SERVICES, MAINTENANCE, AND SUPPORT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Master Services Agreement with OPENGOV INC. for software licenses, professional services, software maintenance, and software support for a total contract amount not to exceed $304,049.78, for a term of 5 years; and

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

23. CONSIDER APPROVAL OF A MASTER SERVICE AGREEMENT FOR INTERNET SERVICES WITH HURRICANE ELECTRIC, LLC (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Master Service Agreement with Hurricane Electric, LLC for IP Transit for an amount not to exceed $23,400 for a total term of 5 years; and

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

24. CONSIDER ADOPTING RESOLUTION NO. 25-137 & NO. 25-138, AMENDING THE JOB SPECIFICATION FOR THE PUBLIC SAFETY SPECIALIST AND PUBLIC SAFETY SUPERVISOR (REPLACING AND SUPERSEDING RESOLUTION NO. 04-043 & NO. 22-165) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-137, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 04-043, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SPECIALIST"; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-138, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 22-165, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SUPERVISOR."

25. CONSIDER CONSENT OF THE CARSON HOUSING AUTHORITY FOR TRANSFER OF OWNERSHIP INTEREST FROM EAST CARSON HOUSING PARTNERS, L.P. AND EAST CARSON II HOUSING PARTNERS, L.P. TO COMMUNITY RESIDENT SERVICES INC., HOUSING PRESERVATION PARTNERS LLC AND SAKS REALTY LLC IN CONNECTION WITH TWO DISPOSITION AND DEVELOPMENT AGREEMENTS (DDA) FOR THE VIA 425 & VIA 401-409 AFFORDABLE HOUSING PROJECTS (HOUSING AUTHORITY)

RECOMMENDED ACTION

— 1. APPROVE the Consent to Transfer of Partnership Interest Document Via 401

— 2. APPROVE the Consent to Transfer of Partnership Interest Document Via 425

26. CONSIDER RESOLUTION NO. 25-141, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLMENTATION PROCEDURES FOR ADMINISTERING A CITYWIDE COMMERCIAL FACADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-141, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLEMENTATION PROCEDURES FOR ADMINISTERING A CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM”

27. CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT WITH GOODWILL, SOUTHERN LOS ANGELES COUNTY FOR BUS STOP CLEANING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE any irregularities or informalities in the Goodwill proposal, pursuant to CMC 2611(l)(2);

— 2. AWARD and APPROVE a Contract Services Agreement with GOODWILL, SOUTHERN LOS ANGELES COUNTY (Exhibit No. 3; Agreement); and,

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

28. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH BROSEMER SPORTS TURF TO PROVIDE INFIELD LASER LEVELING AND MAINTENANCE SERVICES AT CALAS, CARRIAGE CREST, CARSON, DEL AMO, DOLPHIN, DOMINGUEZ, FOISIA, HEMINGWAY, STEVENSON, AND VETERANS PARKS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with William Brosemer dba Brosemer Sports Turf (Exhibit No. 1; Agreement); and,

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

29. CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY DBA JOHN DEERE FOR THE PROCUREMENT OF THREE (3) JOHN DEER GATOR TE AND ONE (1) PRO GATOR 2020A FOR THE COMMUNITY SERVICES DEPARTMENT/PARK MAINTENANCE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Purchase Agreement, to Deere and Company, an authorized Sourcewell vendor, via Contract #031121-DAC for the purchase of three (3) John Deere Gator TE and one (1) Pro Gator 2020A for a total not-to-exceed cost of $108,761.95 (Exhibit No. 1; “Agreement”); and,

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

30. CONSIDER AWARDING AND APPROVING CONTRACT SERVICES AGREEMENTS WITH UBER TECHNOLOGIES, INC. AND ADMINISTRATIVE SERVICES COOPERATIVE, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement with UBER TECHNOLOGIES, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 1; "Uber Agreement");

— 2. AWARD and APPROVE a Contract Services Agreement with ADMINISTRATIVE SERVICES COOPERATIVE, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 2; "Yellow Cab Agreement"); and,

— 3. AUTHORIZE the Mayor to execute the Uber Technologies Agreement and the Administrative Services Cooperative Agreement, following approval as to form by the City Attorney.

31. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services, increasing the contract sum by $500,797.00 for a total contract sum of $1,292,418.00 and extending the term until June 30, 2027; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 2 to the agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services following approval as to form by the City Attorney.

32. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT WITH JAKHER INC. FOR ON-CALL SUPPORT OF THE ANNUAL CITYWIDE PAVEMENT MAINTENANCE PROGRAM, EXTENDING THE TERM THROUGH JUNE 30, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $87,375 for a new total not-to-exceed contract amount of $235,375 and extending the term of the contract through June 30, 2026 (Exhibit 4); and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 3 to the Contract Services Agreement with Jakher Inc., following approval as to form by the City Attorney.

33. CONSIDER APPROVAL OF AMENDMENT NO. 7 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO APPROVE A DISPOSAL RATE INCREASE AND 3.42% ANNUAL CONSUMER PRICE INDEX COST OF LIVING RATE ADJUSTMENT AND APPROVAL OF RESOLUTION NO. 25-126, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 7 to the Contract Services Agreement with Nationwide Environmental Services, Inc., a division of Joe’s Sweeping, Inc., to provide street sweeping services with a disposal rate adjustment of $55,845 and annual Consumer Price Index rate adjustment of $40,273.21 for FY 2025-26, for a total amount of $96,118.21, thereby increasing the total annual contract sum under the Agreement to $1,273,697.53;

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

— 3. WAIVE further reading and ADOPT Resolution No. 25-126, “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND” (Exhibit 3).

34. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services, increasing the contract sum by $405,220 for a total contract sum of $1,114,196 and extending the term until June 30, 2027; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 2 to the agreement with Z & K Consultants to provide on-call Project Management Professional Services following approval as to form by the City Attorney.

SPECIAL ORDERS OF THE DAY (Item 35)

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.

35. CONSIDER AN ORDINANCE OF THE CITY OF CARSON CITY COUNCIL AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO (CITY COUNCIL)

RECOMMENDED ACTION

— 1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2520, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO"; and

— 2. SCHEDULE a public hearing on December 2, 2025, to consider adoption and second reading of the Ordinance No. 25-2520

DISCUSSION (Items 36-38)

36. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

37. CONSIDER APPROVING THE MAYOR'S PROPOSED HOLIDAY CLOSURES FOR CHRISTMAS EVE AND NEW YEAR'S EVE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Mayor's proposed holiday closures for December 24, 2025 (Christmas Eve) and December 31, 2025 (New Year's Eve).

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

RECOMMENDED ACTION

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

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

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

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

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

ORDINANCE SECOND READING

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: November 13, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, November 18, 2025, 5:00 PM

APPROVAL OF MINUTES 8.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - NOVEMBER 5, 2025 (REGULAR)

I. SUMMARY

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

- Wednesday, November 5, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, November 5, 2025 (Regular)

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

Attachments

Minutes - CC Reg Mtg 11-05-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

November 5, 2025

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

The meeting was called to order at 5:03 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.

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

Council Member/Agency Member/Authority Board Member Jim Dear

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond,

Executive Director; Michael Whittiker, Jr., Director of Community Services; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; Joshua Boudreaux, Director of Human Resources; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Nathan Freeman, Director of Community and Economic Development; Reata Kulcsar, Energy and Sustainability Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

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

INVOCATION (Item 1)

1. PASTOR DR. ROSHOD D. HALL FROM RESURRECTION CHURCH L.A.

Pastor Dr. Roshod D. Hall gave the invocation.

CLOSED SESSION (Items 2-4)

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

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

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Justin Battle v. City of Carson; Case No. 24STCV17820.

ACTION: Item was not considered.

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 one case.

ACTION: No reportable action was taken.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City Manager Roberts, Jr. announced the Closed Session items.

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

The meeting was recessed at 5:08 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

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

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

RULES OF DECORUM:

The Rules of Decorum recording was presented earlier in the meeting.

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

The meeting was reconvened at 5:58 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Items 5-6)

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

Item No. 5 was heard after Item No. 16.

Captain Norman summarized the recent law enforcement activities and gave a crime report. She offered holiday safety alerts.

Council Member/Agency Member/Authority Board Member Dear thanked Captain Norman for her report and attending city events.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked if information will be shared with the City regarding the arrest at the smoke shop. Captain Norman replied to his question.

Council Member/Agency Member/Authority Board Member Rojas thanked Captain Norman and Sheriff Deputies for their support.

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:01 PM

Item No. 6 was heard after Item No. 15.

Assistant Chief Brian Kane gave a Pubic Safety Report for the month of October.

PRESENTATIONS (Items 7-16)

7. PROCLAMATION RECOGNIZING NOVEMBER AS DIABETES AWARNESS MONTH - 6:00 PM

After the Closed Session Report, Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that Item No. 7 will not be presented this evening.

8. PROCLAMATION RECOGNIZING NOVEMBER AS INDIGENOUS PEOPLES MONTH - 6:16 PM

Item No. 8 was heard after Item No. 5.

Council Member/Agency Member/Authority Board Member Rojas introduced Lisa Ellis and read her biography. She read and presented the proclamation to Lisa Ellis who accepted with words of gratitude.

9. PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL PREMATURITY AWARENESS MONTH - 6:20 PM

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. introduced Natalie Thorpe, Clinical Director of Maternal Child Health Services at Torrance Memorial Medical Center, and Elizabeth Lowerison, Day Nurse Manager for NICU/Pediatrics at Torrance Memorial Medical Center. He read and presented the proclamation to them who accepted with words of gratitude.

10. PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY - 6:27 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes recognized Paris Nails & Spa, a small business in the city that opened in March 2025. She announced Small Business Saturday is November 29, 2025. Owners Tim and Angelina accepted the proclamation with words of gratitude.

11. UPDATE ON THE CITY'S COMMERCIAL FACADE IMPROVEMENT PROGRAM

Item No. 11 was heard after Item No. 13.

James Nguyen, Special Projects Manager with the Community and Economic Development Department, gave a PowerPoint presentation update on the Commercial Facade Improvement Program.

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

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked if assistance can be given to the current tenants whose business is undergoing construction. Special Projects Manager James Nguyen responded in the affirmative.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested staff to move expeditiously with the program.

Council Member/Agency Member/Authority Board Member Dear asked about the steps for businesses to apply for the program. Special Projects Manager James Nguyen responded to his question.

12. UPDATE THE FROM THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON THEIR GOALS AND INITIATIVES FOR THE 2025-2026 SCHOOL YEAR

After Item No. 7, Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that Item No. 12 will be presented at a later date.

13. UPDATE FROM THE PLANNING COMMISSION

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

Dianne Thomas, Chair of the Planning Commission, acknowledged the Community Development Department staff and members of the Planning Commission who were present. She shared a video of Planning Projects.

14. UPDATE FROM THE ECONOMIC DEVELOPMENT COMMISSION- 6:00 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that Item No. 14 will be presented at a later date.

15. UPDATE FROM MEASURE C & K BUDGET OVERSIGHT COMMITTEE- 6:01 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that Item No. 15 will be presented at a later date.

16. INTRODUCTION OF NEW DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

Item No. 16 was heard after Item No. 6.

City Manager Roberts, Jr. introduced new Community and Economic Development Director Nathan Freeman who offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes welcomed Nathan Freeman to the city.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested a supermarket in the District 3 area.

Council Member/Agency Member/Authority Board Member Dear welcomed Nathan Freeman to the city.

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

Tommy Fa'avae - Item No. 28

Offered comments in support of Item No. 28 on behalf of IBW Local 11 and LAOC Building Trades

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked staff to revisit the monitoring of jobs to ensure they are in compliance.

APPROVAL OF MINUTES (Item 17)

17. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - OCTOBER 21, 2025 (REGULAR)- 7:10 PM

RECOMMENDED ACTION

— 1. 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

CONSENT (Items 18-29)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Item No. 23 for discussion.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting.)

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Arleen Bocatija-Rojas

18. CONSIDER ADOPTING RESOLUTION NO. 25-130, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930 (CITY COUNCIL)- 7:11 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-130, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $15,835,033.12, DEMAND CHECK NUMBERS 275, 181592 THROUGH 181930."

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER ADOPTION OF A RESOLUTION NO. 25-132 ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED "A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 25-132, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ACCEPTING CERTIFICATION BY THE CITY CLERK AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED 'A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON'"

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER ADOPTING RESOLUTION NO. 25-128, AMENDING THE CLASSIFICATION PLAN TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-128, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE AND MINIMUM QUALIFICATIONS FOR THE CODE ENFORCEMENT OFFICER CLASSIFICATION TO ACHIEVE PAY EQUITY WITH THE CODE ENFORCEMENT AND COLLECTIONS OFFICER CLASSIFICATION".

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVING AMENDMENT NO. 3 TO EXTEND THE CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR ONE ADDITIONAL YEAR TO PROVIDE CONTINUED FIXED-ROUTE BUS SERVICES (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement between the City of Carson and Long Beach Public Transportation Company (Exhibit No 4; "Amendment No. 3"); and,

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

Item No. 23 was heard after approval of the Consent items.

Mayor Pro Tempore/Agency Vice Chairman Hicks, Sr. requested an update of percentage of riders for the routes which was not included in the report.

City Manager Roberts, Jr. shared that he would provide the routes to Mayor Pro Tempore Hicks, Sr. by end of the week. Mayor Pro Tempore Hicks, Sr.'s concern is that the residents were used to the City's own transportation and not Long Beach.

Director Whittiker, Jr. assured him that the partnership with Long Beach is not new and there have been no issues with the ridership.

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted cost benefit analysis.
Director Whittiker, Jr. stated he would provide a report of the cost benefit analysis regarding the ridership to the City Council.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked if the new City logo is affixed to the Carson route buses. Director Whittiker, Jr. and Assistant City Manager, Dr. Lennox responded to his question.

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

24. CONSIDER APPROVAL OF AMENDMENT NO. 5 TO THE AGREEMENT WITH JOHNSON CONTROLS, INC., CONTRACT (23-083) FOR INSTALLATION OF ADDITIONAL CARD READERS AND RELATED ACCESS CONTROL EQUIPMENT IN THE CITY HALL BASEMENT, AND TO INCREASE THE CONTRACT SUM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 5 to the agreement with Johnson Controls, Inc. (Exhibit No. 1) to increase the contract sum from $8,246,769.71 to $8,288,521.52; and

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

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP FOR DESIGN SERVICES FOR PROJECT NO. 1368 CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE proposed Amendment No. 2 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements Project, for an additional amount of $200,000, bringing the total not-to-exceed amount to $1,104,455, and extending the term of the contract until June 30, 2026; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 to the Professional Services Agreement following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER APPROVAL OF FINAL PARCEL MAP NO. 84441: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 101 & 117 EAST CARSON STREET (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RESEND approval of Council Action on March 18, 2025 Item No. 25 for Final Map;

— 2. APPROVE Parcel Map No. 84441 for a lot split for commercial purposes located at 101 & 107 East Carson Street;

— 3. MAKE the findings listed in the body of this report; and,

— 4. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 84441

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER AWARD OF CONSTRUCTION CONTRACT TO BEADOR CONSTRUCTION COMPANY, INC. FOR PROJECT 675: SEPULVEDA BLVD - WIDENING PROJECT FROM ALAMEDA BOULEVARD TO INTERMODAL WAY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, Beador Construction Company Inc., for Project No. 675 - Sepulveda Bridge Widening from Alameda Boulevard to Intermodal Way, in the amount not to exceed $21,975,300;

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

— 3. AUTHORIZE a 10% construction contingency (approximately $2,197,530) to address any unforeseen construction conditions that way arise, funded entirely through the Los Angeles County Metropolitan Transportation Authority (Metro) Measure M Grant.

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVAL OF THE SUCCESSOR PROJECT LABOR AGREEMENT WITH THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Successor Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions for a term of five (5) years with three one-year renewals; and,

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

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER APPROVING A SUPPLEMENTAL BUDGET AND AUTHORIZING A FUNDING TRANSFER FOR CAPITAL IMPROVEMENT PROJECT NO. 1610: FOISIA PARK IMPROVEMENTS AND CONSIDER RESOLUTION 25-131, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a supplemental budget in the amount of approximately $100,000.00 for Capital Improvement Project No. 1610: Foisia Park Improvements, to cover the cost of replacing hydro-seed with sod.

— 2. WAIVE further reading and ADOPT Resolution No. 25-131, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to transfer funds between 101-99-999-904-8009 and 101-99-999-904-8008 to fully fund this supplemental budget.

ACTION: Item No. 29 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Items 30-32)

30. CONSIDER APPROVAL OF AMENDMENT NO. 8 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO EXECUTE THE FIRST ONE-YEAR CONTRACT EXTENSION OPTION AND APPROVE A DISPOSAL RATE INCREASE AND 3.42% ANNUAL CONSUMER PRICE INDEX COST OF LIVING RATE ADJUSTMENT AND APPROVAL OF RESOLUTION NO. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 8 to the Contract Services Agreement with Nationwide Environmental Services, Inc., a division of Joe's Sweeping, Inc., to provide street sweeping services with a disposal rate adjustment of $55,845 and annual Consumer Price Index rate adjustment of $40,273.21 for FY 2025-26, for a total amount of $96,118.21, thereby increasing the total annual contract sum under the Agreement to $1,273,697.53; and,

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

— 3. WAIVE further reading and ADOPT Resolution No. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (Exhibit 3).

Item No. 30 was heard after Item No. 23.

City Manager Roberts, Jr. requested to continue this item to the next meeting.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked why continuance of the item.

City Manager Roberts, Jr. responded that there is language to be added to the agreement.

City/Agency/Authority Attorney Soltani clarified that there are no mistakes. The contractor asked for additional changes that staff is considering and will bring back to the City Council.

RECESS:

The meeting was recessed at 7:28 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

RECONVENE:

The meeting was reconvened at 7:37 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

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

31. CONSIDER TAKING AN ACTION PURSUANT TO ELECTION CODE SECTION 9215 FOR FIREWORKS INITIATIVE ORDINANCE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT without alteration and pursuant to Elections Code Section 9215(a), Ordinance No. 25-2519, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING AN INITIATIVE MEASURE ENTITLED "A PROPOSED INITIATIVE ORDINANCE TO AMEND THE CARSON MUNICIPAL CODE TO PERMIT THE SALE AND USE OF CERTAIN FIREWORKS WITHIN THE CITY OF CARSON" (Exhibit No. 1); OR

— 2. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405, by taking the following actions: a. ADOPT Resolution 25-133, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, JUNE 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON" (Exhibit No. 2); and b. ADOPT Resolution 25-134, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING AN INITIATIVE MEASURE, WHICH WILL ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON" (Exhibit No. 3); and c. ADOPT Resolution 25-135, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING AN INITIATIVE MEASURE, WHICH WILL AMEND ARTICLE III, CHAPTER 1 "FIRE PREVENTION" OF THE CARSON MUNICIPAL CODE TO ALLOW THE SALE AND USE OF "SAFE AND SANE" FIREWORKS IN THE CITY OF CARSON, TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION ON JUNE 2, 2026" (Exhibit No. 4); OR

— 3. ORDER a Report on the effects of the proposed initiative Ordinance No. 25-2519, pursuant to Election Code sections 9215(c) and 9212; and SUBMIT the proposed initiative Ordinance No. 25-2519, without alteration, to the voters at a General Municipal Election occurring on June 2, 2026, pursuant to Elections Code Sections 9215(b) and 1405.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave a report.

Questions were asked and answered.

Assistant City Attorney Jessica Santiago presented the three resolutions related to the June 2, 2026 election.

ACTION: It was moved to withdraw the ban and allow fireworks to proceed on motion of Council Member, Dr. Hilton, seconded by Council Member Dear.

City/Agency/Authority Attorney Soltani stated she would review the staff report to make sure if the motion by Council Member, Dr. Hilton is properly agendized which he can certainly make a motion to direct staff to bring back an ordinance amending the ordinance that put in place the ban and cannot withdraw or amend an ordinance by minute order. It has to be done by ordinance.

Council Member, Dr. Hilton amended his motion to direct staff to bring back an ordinance that would undo the ordinance that banned the fireworks which Council Member Dear concurred.

Substitute Motion

Mayor Davis-Holmes offered a substitute motion to approve staff recommendation No. 2, to move forward with the resolutions in place and take it to the voters, seconded by Mayor Pro Tempore Hicks, Sr.

During discussion of the motion, Council Member Dear asked the City Clerk the cost to hold the City's special election on June 2, 2026. City Clerk, Dr. Bradshaw responded the current cost is approximately $372,438.79 according to the Los Angeles County Registrar-Recorder/County Clerk's Office.

Substitute motion to Approve Staff Recommendation No. 2 carried resulting in 5-0-0-0-0.

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 7:57 PM

RECOMMENDED ACTION

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

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

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

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

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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes established the Transportation and Dial-A-Ride Services Ad Hoc Committee to consist of Mayor Pro Tempore Hicks, Sr. and Council Member, Dr. Hilton with no objection heard.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes discussed the makeup of the Human Relations Commission with the two Disability Advocate Members and ordered this item continued to the next meeting with no objection heard.

ORDINANCE SECOND READING

None.

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

Larry Thomas

Expressed concern that his neighbor's pool is causing hazardous issues which has been ongoing for a year; he reported the issue to the City and several agencies to no avail and asked for assistance.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Larry Thomas to the City Manager for plan of action.

Michelle Pino, representing the Carson Library

Provided updates of the Carson Library and Martin Luther King, Jr. Library

Brandi Lewin

Announced Community Meeting on November 20, 2025 regarding the University Drive and Central Avenue Project; offered comments regarding the Disabilities Advocate Members of the Human Relations Commission and Prayer Breakfast

City/Agency/Authority Attorney Soltani acknowledged Assistant City Attorney Isaac Young and thanked him on his mentorship and leadership with Aleshire & Wynder who was accompanied by Ruthie Malpani, an intern with the firm who is an undergrad interested in Public Policy.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear requested staff to bring forth an ordinance to invest in signage that says "No Parking of Vehicles For Sale".

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Attended the Prayer Breakfast that was incredible and he had the privilege of wearing his Pastor hat and was grateful for the opportunity to share with the people
- Town Hall Meeting, November 13, 2025, at 6:30pm, Hemingway Park.

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

- Attended the Los Angeles County opening of Aging and Disabilities Department Asian Community Service Center on the corner of Carson Street and Grace Avenue

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 8:19 P.M.)

- Town Hall Meeting, November 19, 2025, at 6:30 P.M., Carson Park

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered and exited the meeting at 8:20 P.M.)

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

- Status on the repair of the Carson electronic marquee on Main Street

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

- Update on the feasibility for the Carson Unified School District
- Light up Carson initiative; would like a lighting evaluation of the City to look at ways to brighten up the community
- Requested truck route evaluation of the entire city; enforcement is needed for trucks; residents upset that University Drive is now a truck route
- Drive-through Turkey Giveaway, November 15, 2025, from 9:00 A.M. to 11:00 A.M., at Prevailing in Christ Ministries located at 1609 E. Del Amo Boulevard; must be a Carson resident and proof of residency is required
- Veterans Day Program, November 11, 2025
- Asked if there is anything the City can do to assist with those who are not receiving Supplemental Nutrition Assistance Program (SNAP) benefits

City Manager Roberts, Jr. noted there is no funding the City can provide for SNAP benefits that would not be deemed potentially a gift of public funds. There is opportunity for sponsorships or businesses to donate.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff look into previous programs that are partnering with food banks with no objection heard.

City/Agency/Authority Attorney Soltani offered a $10,000 donation on behalf of Aleshire and Wynder to programs the City puts in place to assist.

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

- Town Hall Meeting, November 19, 2025, at 6:30 P.M., Del Amo Park

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

- Asked about the upcoming Sanitation District Event. Director Whittiker, Jr. responded the Clean and Green Fest event is November 15, 2025, from 9:00 A.M. to 2:00 P.M.; flyer is available on the City website and will be distributed at the local schools in the City
- Turkey and/or Gift Cards Giveaway, November 23, 2025, at 1:00 P.M., South Bay Pavilion next to Target Store and Dental Office; must be a Carson resident and bring proof of residency
- Congratulated Council Member Rojas on her retirement after 35 years from the Los Angeles Police Department, thanked her for the party invitation, and commended her for serving
- Welcomed the new Director of Community and Economic Development Nathan Freeman
- Thanked staff for their work

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

Orlando Brondial

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Council Member, Dr. Hilton for an awesome job at the Prayer Breakfast and for his prayer at the Tree Planting Ceremony in honor of her grandson. She thanked her colleagues and Director Whittiker, Jr. for attending.

ADJOURNMENT

The meeting was adjourned at 8:34 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 9.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager CMO Administration

Subject: CONSIDER CANCELING THE DECEMBER 16, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

I. SUMMARY

This item transmits a request for City Council to consider canceling the December 16, 2025, Regular City Council Meeting by minute order. The City Council typically meets on the first and third Tuesdays of each month. Approval of this item would cancel, or cause "to go dark," the Regular meeting that is scheduled to occur on the third Tuesday of December 2025.

II. RECOMMENDATION

APPROVE canceling the December 16, 2025, Regular City Council Meeting by minute order.

III. ALTERNATIVES

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

IV. BACKGROUND

Section 2403(A) of the Carson Municipal Code provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month at the hour of 5:00 P.M. Section 308 of the City Charter authorizes the City Council to cancel meetings if it so desires. In the past, the City Council has chosen to cancel the second City Council meeting in the month of December when it deems appropriate.

Approval of this item would authorize a one-time cancellation of the second meeting in December 2025 that is scheduled to fall on the third Tuesday of that month. The normal City Council meeting schedule would resume in January 2025, with meetings on January 6 and 20.

V. FISCAL IMPACT

There is no fiscal impact associated with this report.

VI. EXHIBITS

None

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager authority as required by Section 2604 of the Carson Municipal Code for the period October 1, 2025 through October 31, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed within the period October 1, 2025 through October 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - October 2025 CM

Attachments

Contract Report - October 2025 CM.pdf

Contract Report - October 2025 CM

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date	Notes
D ROBERTS	Original	25-226	VN ENTERPRISES INC dba MULCH MASTER	8523	CONSULTANT	MULCHING SERVICES	$37,377.33	COMMUNITY SERVICES	8/6/2025	8/5/2026	Rec'd 10/2025.
D ROBERTS	Original	25-228	GLADWELL GOVERNMENTAL SERVICES INC	6971	CONSULTANT	RECORDS MANAGEMENT	$15,000.00	CCO	9/19/2025	9/18/2027	Rec'd 10/2025.
D ROBERTS	Amendment No. 1	24-265	RAY KLEIN, INC.	8443	CONSULTANT	ON-CALL DEBT COLLECTION SERVICES	$73,000.00	FINANCE	10/1/2025	10/22/2026	
D ROBERTS	Amendment No. 1	23-058	AMERINATIONAL COMMUNITY SERVICE INC	685	CONSULTANT	LOAN/UNDERWRITING SERVICES	$32,000.00	CMO/HOUSING	10/7/2025	10/9/2026	
D ROBERTS	Amendment No. 4	22-102	MICHAEL BAKER INTERNATIONAL INC	3110	CONSULTANT	STORMWATER IMPLEMENTATION PLAN	$1,364,143.00	PUBLIC WORKS	10/9/2025	9/30/2027	
D ROBERTS	Original	25-233	THEODORE I. BENITO dba LXV ENTERTAINMENT	7612	CONSULTANT	2025 FAHM, PRODUCTION SERVICES	$5,000.00	COMMUNITY SERVICES	9/30/2025	9/29/2026	
D ROBERTS	Amendment No. 1	24-262	QUEST MEDIA & SUPPLIES, INC.	6908	CONSULTANT	MANAGE ENGINE SOFTWARE	$51,921.00	IT	9/30/2025	9/30/2026	
D ROBERTS	Original	25-235	XTREME FITNESS	1507	CONSULTANT	ON-CALL PREVENTATIVE MAINTENANCE SERVICES	$9,500.00	COMMUNITY SERVICES	10/17/2025	10/16/2026	
D ROBERTS	Amendment No. 2	22-200	TAIT & ASSOCIATES, INC	7654	CONSULTANT	ON-CALL ENGINEERING SERVICES	$1,250,000.00	PUBLIC WORKS	10/23/2025	12/31/2025	
D ROBERTS	Original	25-242	ROBLES INC	8652	CONTRACTOR	IT ROOM HVAC	$74,300.00	IT	10/29/2025	10/28/2026	

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager Designee authority as required by Section 2604 of the Carson Municipal Code for the period October 1, 2025 through October 31, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from $25,000 to $75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority. The City Manager has appointed Directors the authority to approve purchases and sign City contracts of up to $25,000.
Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed by approved designees within the period October 1, 2025 through October 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - October 2025 DIR

Attachments

Contract Report - October 2025 DIR.pdf

Contract Report - October 2025 DIR

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
G CARTER	Original	25-224	DREAM LIFE LOUD, LLC	7855	CONSULTANT	PROFESSIONAL DEVELOPMENT & LEADERSHIP TRAINING	$9,583.30	IT	10/1/2025	9/30/2026
M WHITTIKER	Original	25-227	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2025 HALLOWEEN CARNIVAL	$650.00	COMMUNITY SERVICES	10/31/2025 *	
W JEFFERSON	Original	25-229	VASQUEZ & COMPANY LLP	1407	CONSULTANT	AUDIT SERVICES, LENARDO DRIVE	$18,000.00	FINANCE	10/2/2025	10/1/2028
M WHITTIKER	Original	25-230	JEAN PAUL BARJON	8727	EVENT SERVICE PROVIDE AGREEMENT	2025 WOMEN'S HEALTH CONFERENCE	$1,400.00	COMMUNITY SERVICES	10/17/2025 *	
M WHITTIKER	Original	25-231	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2025 WOMEN'S HEALTH CONFERENCE	$700.00	COMMUNITY SERVICES	10/17/2025 *	
M WHITTIKER	Original	25-232	SHUNDALE HUDSON	7461	EVENT SERVICE PROVIDE AGREEMENT	2025 WOMEN'S HEALTH CONFERENCE	$600.00	COMMUNITY SERVICES	10/17/2025 *	
A RODGERS	Original	25-234	GENERAL DOOR SERVICE INC	8723	CONTRACTOR	CITY HALL BASEMENT DOOR INSTALLATION	$16,380.00	PUBLIC WORKS	10/16/2025	10/15/2026
M WHITTIKER	Original	25-237	KAREN SCIURBA-LIBLIN	8699	EVENT SERVICE PROVIDE AGREEMENT	2025 WINTERFEST	$3,300.00	COMMUNITY SERVICES	12/05/2025 *	
M WHITTIKER	Original	25-238	CADE GOTTHARDT	8063	EVENT SERVICE PROVIDE AGREEMENT	2025 VETERANS DAY	$250.00	COMMUNITY SERVICES	11/11/2025 *	

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER APPROVAL OF THE CALENDAR FOR FISCAL YEAR 2026-2027 BUDGET WORKSHOPS AND PUBLIC HEARING (CITY COUNCIL)

I. SUMMARY

Staff recommends that the City Council schedule budget workshops in preparation for the adoption of the Fiscal Year 2026-2027 budget

II. RECOMMENDATION

TAKE the follow actions:

1. SCHEDULE budget workshops in preparation for the adoption of the Fiscal Year 2026-2027 budget; and
2. TENTATIVELY SCHEDULE the public hearing to consider adoption of the Fiscal Year 2026-2027 budget on June 16, 2026.

III. ALTERNATIVES

1. SELECT alternatives for budget workshop agenda items.
2. CONSIDER scheduling a special meeting dedicated to a budget workshop.

IV. BACKGROUND

A public agency may not spend public funds without the legal authorization to do so. A budget appropriates public funds, thereby providing the legal authorization from the governing body to expend the funds. The Carson Municipal Code (CMC) Section 2953 requires adoption of a budget for the new fiscal year by July 20th. California Government Code Section 53901 requires the City to file its budget with the county auditor within 60 days after the beginning of its fiscal year (by August 30th).

The City's budget, as adopted by the City Council, serves as both the financial plan to implement Council policy and the formal authorization to expend City funds. Each fiscal year, the budget is developed to align available resources with the City Council's established priorities and strategic objectives, ensuring the effective delivery of services and the continued enhancement of the community's quality of life.

Prior to adoption of the budget, the City Council provides opportunities for the public to comment on the proposed expenditures. Every department and division of the City participates in the preparation of budget recommendations. Therefore, it is essential to schedule budget meetings in advance.

To maximize public participation, staff recommends budget workshops be held during regular City Council meetings. An additional two budget workshops have been added to the calendar for May 5, 2026 to discuss the FY 26-27 Capital Improvement Project Plan development and on May 20, 2026 to discuss Special Events. This will give staff sufficient time to revise recommendations based upon City Councils direction and improve the City's ability to adopt a budget on time.

V. FISCAL IMPACT

Although there is no immediate impact with the development of the budget calendar, there will be fiscal impact as the budget process unfolds and City Council considers adoptiong the Fiscal Year 2026-2027 budget.

VI. EXHIBITS

1. Proposed Fiscal Year 2026-2027 Budget Calendar

Attachments

Fiscal Year 2026-2027 Budget Calendar_.pdf

City of Carson Fiscal Year 2026-27 Budget Calendar

Date	Meeting Of	Topic
November 18, 2025	City Council	Consider Proposed Budget Calendar
January 5, 2026	Staff	Budget Kick-Off Meeting Executives and Analysts
January 6, 2026	Staff	Budget Projection Open in Tyler Munis
February 26, 2026	Staff	Draft Department O&M Budgets Due
March 2-12, 2026	Finance	Department Director Meetings
March 3, 2026	Management	Develop CIP Recommendations
March 16-26, 2026	Staff	City Manager Budget Meetings with Directors
March 30, 2026	Staff	CIP Meeting #1
March 31, 2026	Staff	Special Events #1
April 13, 2026	Staff	CIP Meeting #2 with CM
April 14, 2026	Staff	Special Events #2 with CM
April 21, 2026	City Council	Budget Workshop No. 1 (Revenues and Expenditures)
April 23, 2026	Staff	Department Narratives, Goals, and Accomplishments
May 5, 2026	City Council	Budget Workshop No. 2 (CIP)
May 14, 2026	Public Works Commission	Review Draft CIP
May 20, 2026	City Council	Budget Workshop No. 3 (Special Events)
June 16, 2026	City Council	Public Hearing to Consider Budget & CIP Adoption

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 13.

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 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

I. SUMMARY

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now 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. Per CMC Section 2955.1, staff are presenting to Council a report of interdepartmental budget transfers authorized by the City Manager or designee for the period of October 2025 (Exhibit No. 1).

II. RECOMMENDATION

RECEIVE and FILE the report (Exhibit No. 1)

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 CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve interdepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 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 monthly reports to the City Council.

Attached as Exhibit 1 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in October 2025.

V. FISCAL IMPACT

No fiscal impact.

VI. EXHIBITS

1. Interdepartmental Budget Transfers -October 2025

Attachments

Interdepartmental Budget Transfers -October 2025.pdf

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	26	BUA	10/01/2025	10/01/2025	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	22525030	8003		AW		T	Resolution 25-117	220,000.00		
	228-52-510-801-8003-						Vehicles/Rolling Inventory			
2	22800010	3910		AW					220,000.00	1
	228-99-999-999-3910-						Appropriation Control			
3	22800010	3930		AW				220,000.00		1
	228-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	220,000.00	220,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	31	BUA	10/01/2025	10/01/2025	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21808010	8023		AW		T	Resolution 25-115	300,000.00		
	219-80-820-904-8023-						CIP - Traffic Signal			
2	21900020	3910		AW					300,000.00	1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW				300,000.00		1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	300,000.00	300,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	32	BUA	10/01/2025	10/01/2025	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21808010	8023		AW		T	Resolution 25-115	300,000.00		
	219-80-820-904-8023-						CIP - Traffic Signal			
2	21900020	3910		AW					300,000.00	1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW				300,000.00		1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	300,000.00	300,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	33	BUA	10/01/2025	10/01/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21808010	8023		AW			Resolution 25-115 Correcti		300,000.00	
	219-80-820-904-8023-						CIP - Traffic Signal			
2	21900020	3910		AW				300,000.00		1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW					300,000.00	1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	300,000.00	300,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	247	BUA	10/15/2025	10/15/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100760	6004		AW		T	To Pay Concrete Vendor		470,000.00	
	101-80-840-281-6004-						PW Rdway Mnt Pro Svcs			
2	10100770	6004		AW		T	To Pay Concrete Vendor	400,000.00		
	101-80-840-294-6004-						PW Sidewalk M Pro Svcs			
3	10100750	6009		AW		T	To Pay Concrete Vendor	70,000.00		
	101-80-840-280-6009-						PW Sign Mnt Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	300	BUA	10/16/2025	10/16/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100950	6020		AW		T	Admission Tickets - Knotts		780.00	
	101-90-950-258-6020-						CS Calas Pk CPUExp			
2	10100850	6020		AW		T	Admission Tickets - Knotts		460.00	
	101-90-950-150-6020-						CS Foisia Pk CPUExp			
3	10100970	6020		AW		T	Admission Tickets - Knotts		835.00	
	101-90-950-261-6020-						CS Mills Pk CPUExp			
4	10100910	6020		AW		T	Admission Tickets - Knotts		670.00	
	101-90-950-253-6020-						CS StevensnPk CPUExp			
5	10100950	6007		AW		T	Admission Tickets - Knotts	780.00		
	101-90-950-258-6007-						CS Calas Pk ExcursFees			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	300	BUA	10/16/2025	10/16/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
6	10100850	6007		AW		T	Admission Tickets - Knotts	460.00		
	101-90-950-150-6007-						CS Foisia Pk ExcursFees			
7	10100970	6007		AW		T	Admission Tickets - Knotts	835.00		
	101-90-950-261-6007-						CS Mills Pk ExcursFees			
8	10100910	6007		AW		T	Admission Tickets - Knotts	670.00		
	101-90-950-253-6007-						CS StevensnPk ExcursFees			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	301	BUA	10/16/2025	10/16/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6008		AW		T	Communication and Media Ex		125,000.00	
	101-52-540-101-6008-						Advertising			
2	10525050	6004		AW		T	Communication and Media Ex	125,000.00		
	101-52-540-101-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	331	BUA	10/20/2025	10/20/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10101080	6027		AW		T	Teen Workshop CEC		25,000.00	
	101-90-950-680-6027-						Non-Capital Tools/Equipment			
2	10100780	6004		AW		T	Teen Workshop CEC	15,000.00		
	101-90-901-100-6004-						CS Mgt&Contrl Pro Svcs			
3	10100780	6009		AW		T	Teen Workshop CEC	10,000.00		
	101-90-901-100-6009-						CS Mgt&Contrl Supplies			
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	366	BUA	10/21/2025	10/21/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT				ACCOUNT DESCRIPTION			
1	10101220 6014	AW		T	Special Event Prof Service		3,901.00	
	101-90-980-101-6014-				Conference and Travel			
2	10101220 6016	AW		T	Special Event Prof Service		5,000.00	
	101-90-980-101-6016-				CS Operations EE Uniform			
3	10101290 6001	AW		T	Special Event Prof Service		2,000.00	
	101-90-980-249-6001-				CS Stroke Ctr CityBusUse			
4	10101300 6056	AW		T	Special Event Prof Service		2,000.00	
	101-90-980-265-6056-				CS SpeclNeeds Training			
5	10909120 6004	AW		T	Special Event Prof Service		2,699.00	
	101-90-980-703-6004-				Professional Services			
6	10909120 6013	AW		T	Special Event Prof Service		3,000.00	
	101-90-980-703-6013-				Auto Allowance/Mileage			
7	10909120 6056	AW		T	Special Event Prof Service		1,400.00	
	101-90-980-703-6056-				Training			
8	10909110 6004	AW		T	Special Event Prof Service	20,000.00		
	101-90-980-709-6004-				Professional Services			
					** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	420	BUA	10/23/2025	10/23/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT				ACCOUNT DESCRIPTION			
1	21909070 6004	AW		T	Purchase of transport equi		40,000.00	
	219-90-940-101-6004-				Professional Services			
2	21900000 6009	AW		T	Purchase of transport equi	25,000.00		
	219-90-940-180-6009-				CS Circuit Supplies			
3	21900000 8004	AW		T	Purchase of transport equi	15,000.00		
	219-90-940-180-8004-				Equipment			
					** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	484	BUA	10/28/2025	10/28/2025	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT				ACCOUNT DESCRIPTION			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	484	BUA	10/28/2025	10/28/2025	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808140	8008		AW		T	Resolution 25-124	200,000.00		
	289-80-820-274-8008-						Improvements Other Than Bldg			
2	28808090	8023		AW		T	Resolution 25-124	750,000.00		
	289-80-820-288-8023-						CIP - Traffic Signal			
3	28900000	3910		AW					950,000.00	1
	289-99-999-999-3910-						Appropriation Control			
4	28900000	3930		AW				950,000.00		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	950,000.00	950,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	04	487	BUA	10/28/2025	10/28/2025	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808080	8008		AW		T	Resolution 25-118	240,404.61		
	289-80-820-101-8008-						Improvements Other Than Bldg			
2	28900000	3910		AW					240,404.61	1
	289-99-999-999-3910-						Appropriation Control			
3	28900000	3930		AW				240,404.61		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	240,404.61	240,404.61	
							** GRAND TOTAL	2,310,404.61	2,310,404.61	

12 Journals printed

** END OF REPORT - Generated by Ashton Watts **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

- **TOTAL OF $999,921.48 FOR GENERAL DEMANDS CHECK NUMBERS 181931 THROUGH 182011.**
- **TOTAL OF $4,142.50 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBER 1298, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.**

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-139, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 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 18, 2025, the City Council ratified the above demand numbers 181931 through 182011 for General Demand and 1298 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 $1,004,063.98.

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 18TH DAY OF NOVEMBER, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 18TH DAY OF NOVEMBER, 2025 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-139, adopted by the City of Carson City Council at its meeting held on November 18, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-139

EXHIBIT NO. 2: DEMAND RESOLUTION #25-139 CA

Attachments

Exhibit 2 Demand Register Reso# 25-139 CA.pdf
Exhibit 1 Demand Register Reso# 25-139.pdf

City of Carson

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
1298	10/30/2025	PRINTED	007451	EXP US SERVICES INC	4,142.50			
		1 CHECKS		CASH ACCOUNT TOTAL	4,142.50	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	4,142.50	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181931	10/30/2025	PRINTED	000137	ADMINISTRATIVE SERVICES C	31,641.86			
181932	10/30/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	156.00			
181933	10/30/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	68,881.31			
181934	10/30/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	676.85			
181935	10/30/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	459.68			
181936	10/30/2025	PRINTED	000543	AQUA FLO SUPPLY	408.40			
181937	10/30/2025	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
181938	10/30/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	1,092.57			
181939	10/30/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	495.00			
181940	10/30/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	433.21			
181941	10/30/2025	PRINTED	001435	ROBERT BOYD	50.00			
181942	10/30/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
181943	10/30/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
181944	10/30/2025	PRINTED	001627	BSN SPORTS LLC	342.16			
181945	10/30/2025	PRINTED	008411	CALTEC CORP	11,006.98			
181946	10/30/2025	PRINTED	001489	CHOURA VENUE SERVICES	36,122.55			
181947	10/30/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,632.58			
181948	10/30/2025	PRINTED	000062	CITY OF LOS ANGELES	2,482.00			
181949	10/30/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	442.50			
181950	10/30/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	590.00			
181951	10/30/2025	PRINTED	001180	COUNTY OF LOS ANGELES	548.65			
181952	10/30/2025	PRINTED	003586	CS AND ASSOCIATES INC	4,390.00			
181953	10/30/2025	PRINTED	004115	CSG CONSULTANTS INC	35,098.25			
181954	10/30/2025	PRINTED	006467	CESAR DAHILIG	50.00			
181955	10/30/2025	PRINTED	004824	MANUEL DASILVA	50.00			
181956	10/30/2025	PRINTED	008588	ALL STAR GLASS LLC	99.00			
181957	10/30/2025	PRINTED	001085	DTA PUBLIC FINANCE, INC.	939.88			
181958	10/30/2025	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	700.00			
181959	10/30/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	3,447.11			
181960	10/30/2025	PRINTED	000159	RAYMOND M. ALDRIGE, JR.	11,961.63			
181961	10/30/2025	PRINTED	000221	FLEET PRIDE	290.20			
181962	10/30/2025	PRINTED	005044	ROMEO GALEON	50.00			
181963	10/30/2025	PRINTED	001268	GBROS INC	214.03			
181964	10/30/2025	PRINTED	007482	GOFORTH & MARTI	121,053.68			
181965	10/30/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	2,739.19			
181966	10/30/2025	PRINTED	000793	GRAINGER	37.75			
181967	10/30/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	2,059.25			
181968	10/30/2025	PRINTED	000904	NELLIE K LUA	193.38			
181969	10/30/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
181970	10/30/2025	PRINTED	008699	KAREN SCIURBA-LIBLIN	350.00			
181971	10/30/2025	PRINTED	007672	KELLY SPICERS STORES	1,070.03			
181972	10/30/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
181973	10/30/2025	PRINTED	006525	KOA CORPORATION	22,500.00			
181974	10/30/2025	PRINTED	004428	LAWSON PRODUCTS INC	1,331.76			
181975	10/30/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	45,346.75			
181976	10/30/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	44,137.59			
181977	10/30/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	3,058.65			
181978	10/30/2025	PRINTED	006224	MCWIL SPORTS SURFACES, IN	84,075.00			
181979	10/30/2025	PRINTED	003110	MICHAEL BAKER INTERNATION	21,394.75			
181980	10/30/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	4,290.00			
181981	10/30/2025	PRINTED	000379	MUTUAL PROPANE CO INC	232.83			
181982	10/30/2025	PRINTED	010999	Emily Avila	157.71			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
181983	10/30/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	1,589.61			
181984	10/30/2025	PRINTED	001081	BRIAN RABER	50.00			
181985	10/30/2025	PRINTED	003304	REQUEST LINE MUSIC	650.00			
181986	10/30/2025	PRINTED	010000	ERIC HALL	500.00			
181987	10/30/2025	PRINTED	005066	R J NOBLE COMPANY	37,141.05			
181988	10/30/2025	PRINTED	001388	RUSSELL SIGLER INC	1,541.02			
181989	10/30/2025	PRINTED	000120	S&S WORLDWIDE, INC	718.50			
181990	10/30/2025	PRINTED	000427	SAM'S CLUB DIRECT	1,413.80			
181991	10/30/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
181992	10/30/2025	PRINTED	002256	SHADE STRUCTURES INC	13,429.63			
181993	10/30/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
181994	10/30/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	216.55			
181995	10/30/2025	PRINTED	000211	SMART AND FINAL IRIS	160.04			
181996	10/30/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	59,949.72			
181997	10/30/2025	PRINTED	008398	SOCAL SURFACES, INC.	97,346.50			
181998	10/30/2025	PRINTED	007090	T-MOBILE USA INC.	5,642.72			
181999	10/30/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	24,485.00			
182000	10/30/2025	PRINTED	007931	TOMECKO JACKSON	975.00			
182001	10/30/2025	PRINTED	008106	TOTUM CORP	4,251.20			
182002	10/30/2025	PRINTED	004017	TYLER TECHNOLOGIES	6,400.00			
182003	10/30/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	20,894.85			
182004	10/30/2025	PRINTED	003166	VERITIV CORPORATION	1,818.42			
182005	10/30/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	12,268.10			
182006	10/30/2025	PRINTED	000302	WAXIE SANITARY SUPPLY	7,968.60			
182007	10/30/2025	PRINTED	002925	KARL WILVERT	50.00			
182008	10/30/2025	PRINTED	007893	WINNER CHEVROLET, INC	92,422.20			
182009	10/30/2025	PRINTED	004222	RICHARD WOODS JR	50.00			
182010	10/30/2025	PRINTED	000144	YAMADA CO INC	312.25			
182011	10/30/2025	PRINTED	008105	Z&K CONSULTANTS, INC	38,546.00			
		81 CHECKS		CASH ACCOUNT TOTAL	999,921.48	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
81 CHECKS	FINAL TOTAL	999,921.48	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-12-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-12-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-12-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081".

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 18, 2025, the Carson Housing Authority ratified the above demand numbers HA-002077 through HA-002081. 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 $3,251.76.

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 18TH DAY OF NOVEMBER, 2025.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 18TH DAY OF NOVEMBER, 2025 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-12-CHA, adopted by the City of Carson City Council at its meeting held on November 18, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-12-CHA

Attachments

Exhibit 1 CHA Demand Reso# 25-12-CHA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2077	10/09/2025	PRINTED	006884	LYFT, INC.	491.02			
2078	10/16/2025	PRINTED	001001	AT&T PHONE	62.65			
2079	10/23/2025	PRINTED	000685	AMERINATIONAL COMMUNITY S	2,000.01			
2080	10/23/2025	PRINTED	001001	AT&T PHONE	31.41			
2081	10/30/2025	PRINTED	000685	AMERINATIONAL COMMUNITY S	666.67			
		5 CHECKS		CASH ACCOUNT TOTAL	3,251.76	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	3,251.76	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBER SA-001971 THROUGH SA-001975 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBERS SA-001971 THROUGH SA-001975.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBERS SA-001971 THROUGH SA-001975".

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 18, 2025, the Carson Successor Agency ratified the above demand numbers SA-001971 through SA-001975. 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 $4,101.62.

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 18TH DAY OF NOVEMBER, 2025.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 18TH DAY OF NOVEMBER, 2025 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-11-CSA, adopted by the City of Carson City Council at its meeting held on November 18, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-11-CSA

Attachments

Exhibit 1 CSA Demand Reso #25-11-CSA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1971	10/09/2025	PRINTED	001001	AT&T PHONE	125.30			
1972	10/16/2025	PRINTED	001924	THE BANK OF NEW YORK MELL	1,875.00			
1973	10/23/2025	PRINTED	001001	AT&T PHONE	62.82			
1974	10/23/2025	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
1975	10/30/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	38.50			
		5 CHECKS		CASH ACCOUNT TOTAL	4,101.62	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	4,101.62	.00

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

Report to City Council, Successor Agency, and Housing Authority

Tuesday, November 18, 2025, 5:00 PM

CONSENT 17.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2025

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending October 31, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

(Note: There were $15 million in matured CDs for October which is not shown in this month's investment report. The maturities occurred close to the month-end cut-off, and the funds had not yet posted to the General Fund when the reporting period closed).

City of Carson reserves (Invested assets): $ 228,568,689.70

City of Carson available cash: $29,963,261.24

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

Total City of Carson restricted funds: $26,691,243.37

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to provide updates on reserve balances and available cash across Carson's entities. This report includes financial data for the City of Carson, Successor Agency, and the Housing Authority. The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments strictly follow California State Code §53600, the City's Investment Policy, and City's Investment Policy, and relevant bond covenants.

V. FISCAL IMPACT

None

VI. EXHIBITS

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

Attachments

Cash rpt Oct 25.pdf

CITY OF CARSON PORTFOLIO RESERVES SUMMARY Oct 2025.pdf

CITY OF CARSON PORTFOLIO SUCCESSOR RESERVES SUMMARY Oct 2025.pdf

CITY OF CARSON PORTFOLIO HOUSING RESERVES SUMMARY Oct 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
October 31, 2025

	Available Cash	Invested Funds
General Fund	$29,963,261.24	$228,568,689.70
Successor Agency (restricted revenue)	$8,908,772.26	$7,818,533.42
Housing Authority (restricted revenue)	$2,106,993.05	$6,000,000.00
Co-Op Agreement (restricted revenue)	$1,856,944.64	

(Note: There were $15 million in matured CDs for October which is not shown in this month's investment report. The maturities occurred close to the month-end cut-off, and the funds had not yet posted to the General Fund when the reporting period closed).

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
October 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.140	8,257,774.68	8,257,774.68	8,257,774.68	3.61
Preferred Premier Cash	MM942	3.500	43,500,515.66	43,500,515.66	43,500,515.66	19.03
Sub Total / Average Cash		2.964	51,758,290.34	51,758,290.34	51,758,290.34	22.64
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	238,997.50	0.11
East/West Bank 4.1 11/6/2025	178740303M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 11/6/2025	178659182M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 11/6/2025	178208467M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 11/6/2025	178712582M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
East/West Bank 4.1 11/6/2025	178254698M	4.100	1,000,000.00	1,000,000.00	1,000,000.00	0.44
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.03 4/10/2026	3000007180M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.03 4/10/2026	300007199M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.03 4/27/2026	300022333M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.16 3/1/2026	3000006907-C	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.16 3/1/2026	300006893	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.88

Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	244,898.05	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	235,042.76	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	234,773.68	0.11
Sub Total / Average Certificate Of Deposit		4.055	30,205,938.64	30,205,938.64	30,174,650.63	13.22
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	295,965.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	293,997.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	295,686.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	294,495.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	295,731.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	488,900.00	0.22
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,964,774.00	0.88
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.150	26,770,825.29	26,770,825.29	26,770,825.29	11.71
Sub Total / Average Local Government Investment Pool		4.150	26,770,825.29	26,770,825.29	26,770,825.29	11.71
Money Market						
East/West Bank MM	22305	3.270	86,359,565.57	86,359,565.57	86,359,565.57	37.78
Sub Total / Average Money Market		3.270	86,359,565.57	86,359,565.57	86,359,565.57	37.78
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	980,730.00	0.44
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	990,250.00	0.44
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	974,990.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	975,720.00	0.44
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,988,540.00	0.88
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	476,985.39	0.21
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	1,007,900.00	0.44
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,001,680.00	0.44
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	988,200.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	975,180.00	0.44
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	974,870.00	0.44
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	981,650.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	973,310.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	976,060.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	975,550.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	972,750.00	0.44
FHLB 4 10/8/2030-26	3130B87E6	4.000	1,000,000.00	1,000,000.00	994,740.00	0.44
FHLB 4.25 4/30/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	999,210.00	0.44
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	1,002,510.00	0.44
FHLB 4.5 5/22/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	2,000,940.00	0.88

FHLMC 4.625 3/6/2030	3134HBBT7	4.625	1,000,000.00	1,000,000.00	998,660.00	0.44
FNMA 4 10/16/2030-26	3136GAY52	4.000	1,000,000.00	1,000,000.00	995,240.00	0.44
Sub Total / Average US Agency		2.530	23,474,069.86	23,464,190.19	23,205,665.39	10.27
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,005,350.00	0.44
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	995,590.00	0.44
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	997,730.00	0.44
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	1,007,380.00	0.44
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	1,007,380.00	0.44
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,011,060.00	0.44
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	1,012,030.00	0.44
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	1,000,150.00	0.44
Sub Total / Average US Treasury		4.054	8,000,000.00	7,944,083.48	8,036,670.00	3.50
Total / Average		3.346	228,568,689.70	228,498,017.03	228,270,441.22	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
October 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.500	6,305,891.78	6,305,891.78	6,305,891.78	80.65
Sub Total / Average Cash		3.500	6,305,891.78	6,305,891.78	6,305,891.78	80.65
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.150	1,512,641.64	1,512,641.64	1,512,641.64	19.35
Sub Total / Average Local Government Investment Pool		4.150	1,512,641.64	1,512,641.64	1,512,641.64	19.35
Total / Average		3.626	7,818,533.42	7,818,533.42	7,818,533.42	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
October 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.03 4/27/2026	3000022341M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Preferred Bank 4.03 4/27/2026	2333	4.030	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Preferred Bank 4.03 4/27/2026	3000022368M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Preferred Bank 4.16 5/7/2026	30000024115	4.160	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Preferred Bank 4.16 5/7/2026	3000024131	4.160	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Preferred Bank 4.16 5/7/2026	30000024123	4.160	1,000,000.00	1,000,000.00	1,000,000.00	16.67
Sub Total / Average Certificate Of Deposit		4.095	6,000,000.00	6,000,000.00	6,000,000.00	100.00
Total / Average		4.095	6,000,000.00	6,000,000.00	6,000,000.00	100

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 25-142 AMENDING THE FY 2025-26 ADOPTING BUDGET TO REFLECT DEPARTMENTAL RELIGNMENTS APPROVED BY THE CITY COUNCIL ON SEPTEMBER 16, 2025 (CITY COUNCIL)

I. SUMMARY

On September 16, 2025, the City Council adopted Resolution No. 25-076 to realign City departments and work groups to better reflect their functional programs and services. In accordance with the approved organizational realignment, staff recommends that the City Council adopt Resolution No. 25-142 to amend the respective departmental budgets to reflect these structural and programmatic changes.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-142, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS".

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws

IV. BACKGROUND

The City's Fiscal Year 2025-26 Budget was adopted by the City Council on June 17, 2025. Following adoption of the budget, staff presented a report to the City Council recommending an organizational realignment to better align departments and work groups with their respective programs and services. On September 16, 2025, the City Council approved this recommendation through Resolution No. 25-076. Since that approval, staff has implemented the realignment and adjusted departmental responsibilities to improve operational efficiency and programmatic delivery. In addition, staff conducted general ledger cleanup to ensure proper division categorization and financial alignment. Accordingly, staff recommends that the City Council adopt Resolution No. 25-142 to amend the affected departmental budgets to reflect the approved organizational, programmatic, and accounting changes.

V. FISCAL IMPACT

There is no additional fiscal impact with this recommended action as all realignments and budgetary changes have been reflected and absorbed by the adopted Fiscal Year 2025-26 budget. Refer to Resolution No. 25-142 (Exhibit No. 1) for the proposed budget tansfers.

VI. EXHIBITS

1. Resolution No. 25-142
2. Approved Organizational Chart

Attachments

Resolution No. 25-142.pdf
Approved Org-Chart.pdf

RESOLUTION NO. 25-142

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

WHEREAS, the City Council adopted the Fiscal Year 2025-26 budget on June 17, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City Council desires to amend the FY 2025-26 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2025-26 General Fund budget and Special Revenue Funds budget.

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

Section 1. The following amendment(s) will be made to the City's FY 2025-26 budget.

Account	Description	Increase/(Decrease)
101-50-720-964-5002-	FT Sal	(530,958.00)
101-50-720-964-5004-	Temp/PT	(25,000.00)
101-50-720-964-5501-	Retirement	(61,804.00)
101-50-720-964-5502-	Med Benfit	(85,733.00)
101-50-720-964-5503-	Dent Ins	(5,788.00)
101-50-720-964-5505-	GrLifeIns	(442.00)
101-50-720-964-5508-	Reimb	(1,800.00)
101-50-720-964-5510-	Medicare	(7,699.00)
101-50-720-964-5512-	DefComMtch	(3,892.00)
101-50-720-964-6009-	Supplies	(5,000.00)
101-50-720-964-6014-	ConfTravel	(5,000.00)
215-50-720-100-6004-	Pro Svcs	(50,000.00)
215-50-720-100-6009-	Supplies	(5,000.00)
215-50-720-964-5002-	FT Sal	(49,062.00)
215-50-720-964-5501-	Retirement	(5,711.00)
215-50-720-964-5502-	Med Benfit	(9,573.00)
215-50-720-964-5503-	Dent Ins	(503.00)
215-50-720-964-5505-	GrLifeIns	(38.00)
215-50-720-964-5510-	Medicare	(711.00)
215-50-720-964-5512-	DefComMtch	(432.00)
215-50-720-964-6004-	Pro Svcs	(34,977.00)
215-50-720-964-6062-	NPP	(1,373,885.22)
215-50-720-980-6004-	Pro Svcs	(60,000.00)

215-50-720-968-6062-	CV-NPP	(238,642.25)
221-50-790-711-6004-	Pro Svcs	(459,474.90)
221-50-790-712-6004-	Pro Svcs	(510,956.90)
221-50-790-999-6004-	Pro Svcs	(11,027.25)
101-50-502-101-5002-	FT Sal	530,958.00
101-50-502-101-5004-	Temp/PT	25,000.00
101-50-502-101-5501-	Retirement	61,804.00
101-50-502-101-5502-	Med Benfit	85,733.00
101-50-502-101-5503-	Dent Ins	5,788.00
101-50-502-101-5505-	GrLifeIns	442.00
101-50-502-101-5508-	Reimb	1,800.00
101-50-502-101-5510-	Medicare	7,699.00
101-50-502-101-5512-	DefComMtch	3,892.00
101-50-502-101-6009-	Supplies	5,000.00
101-50-502-101-6014-	ConfTravel	5,000.00
215-50-502-101-6004-	Pro Svcs	50,000.00
215-50-502-101-6009-	Supplies	5,000.00
215-50-502-101-5002-	FT Sal	49,062.00
215-50-502-101-5501-	Retirement	5,711.00
215-50-502-101-5502-	Med Benfit	9,573.00
215-50-502-101-5503-	Dent Ins	503.00
215-50-502-101-5505-	GrLifeIns	38.00
215-50-502-101-5510-	Medicare	711.00
215-50-502-101-5512-	DefComMtch	432.00
215-50-502-963-6004-	Pro Svcs	34,977.00
215-50-502-964-6062-	NPP	1,373,885.22
215-50-502-962-6004-	Pro Svcs	60,000.00
215-50-502-968-6062-	CV-NPP	238,642.25
221-50-502-711-6004-	Pro Svcs	459,474.90
221-50-502-712-6004-	Pro Svcs	510,956.90
221-50-502-101-6004-	Pro Svcs	11,027.25
101-52-510-101-5002-	FT Sal	(824,846.00)
101-52-510-101-5004-	Temp/PT	(105,000.00)
101-52-510-101-5501-	Retirement	(96,011.00)
101-52-510-101-5502-	Med Benfit	(101,210.00)
101-52-510-101-5503-	Dent Ins	(6,292.00)
101-52-510-101-5505-	GrLifeIns	(576.00)
101-52-510-101-5508-	Reimb	(3,000.00)
101-52-510-101-5510-	Medicare	(11,961.00)
101-52-510-101-5512-	DefComMtch	(11,784.00)
101-52-510-101-5513-	UnMedDefCo	(14,753.00)

101-52-510-101-6004-	Pro Svcs	(736,250.00)
101-52-510-101-6006-	CityMember	(750.00)
101-52-510-101-6009-	Supplies	(2,500.00)
101-52-510-101-6011-	Telephone	(2,000.00)
101-52-510-101-6013-	Auto Allow	(14,000.00)
101-52-510-101-6014-	ConfTravel	(10,000.00)
101-52-510-101-6020-	CPUExp	(1,500.00)
101-52-510-101-7001-	Maint&Rep	(20,000.00)
101-52-510-101-8003-	VehicleInv	(155,000.00)
101-52-510-142-6157-	Stipend	(6,000.00)
228-52-510-801-4513-	OtherGrnt	(220,000.00)
228-52-510-801-8003-	VehicleInv	(220,000.00)
246-52-510-101-6004-	Pro Svcs	(250,000.00)
246-52-999-999-4900-	Misc	(100,000.00)
101-50-503-101-5002-	FT Sal	824,846.00
101-50-503-101-5004-	Temp/PT	105,000.00
101-50-503-101-5501-	Retirement	96,011.00
101-50-503-101-5502-	Med Benfit	101,210.00
101-50-503-101-5503-	Dent Ins	6,292.00
101-50-503-101-5505-	GrLifeIns	576.00
101-50-503-101-5508-	Reimb	3,000.00
101-50-503-101-5510-	Medicare	11,961.00
101-50-503-101-5512-	DefComMtch	11,784.00
101-50-503-101-5513-	UnMedDefCo	14,753.00
101-50-503-101-6004-	Pro Svcs	736,250.00
101-50-503-101-6006-	CityMember	750.00
101-50-503-101-6009-	Supplies	2,500.00
101-50-503-101-6011-	Telephone	2,000.00
101-50-503-101-6013-	Auto Allow	14,000.00
101-50-503-101-6014-	ConfTravel	10,000.00
101-50-503-101-6020-	CPUExp	1,500.00
101-50-503-101-7001-	Maint&Rep	20,000.00
101-50-503-101-8003-	VehicleInv	155,000.00
101-50-503-142-6157-	Stipend	6,000.00
228-50-503-801-4513-	OtherGrnt	220,000.00
228-50-503-801-8003-	VehicleInv	220,000.00
246-50-503-101-6004-	Pro Svcs	250,000.00
246-50-503-101-4900-	Misc	100,000.00
101-52-510-201-6004-	Pro Svcs	(295,500.00)
101-52-510-201-6009-	Supplies	(2,500.00)
101-70-720-100-6004-	Pro Svcs	295,500.00

101-70-720-100-6009-	Supplies	2,500.00
101-52-530-101-5002-	FT Sal	(229,202.00)
101-52-530-101-5501-	Retirement	(26,679.00)
101-52-530-101-5502-	Med Benfit	(62,651.00)
101-52-530-101-5503-	Dent Ins	(2,515.00)
101-52-530-101-5505-	GrLifeIns	(192.00)
101-52-530-101-5508-	Reimb	(1,200.00)
101-52-530-101-5510-	Medicare	(3,324.00)
101-52-530-101-5512-	DefComMtch	(2,866.00)
101-52-530-101-6004-	Pro Svcs	(80,000.00)
101-52-530-101-6009-	Supplies	(5,000.00)
101-52-530-101-6014-	ConfTravel	(10,000.00)
101-52-530-101-6017-	Subs &Pubs	(5,000.00)
101-50-504-101-5002-	FT Sal	229,202.00
101-50-504-101-5501-	Retirement	26,679.00
101-50-504-101-5502-	Med Benfit	62,651.00
101-50-504-101-5503-	Dent Ins	2,515.00
101-50-504-101-5505-	GrLifeIns	192.00
101-50-504-101-5508-	Reimb	1,200.00
101-50-504-101-5510-	Medicare	3,324.00
101-50-504-101-5512-	DefComMtch	2,866.00
101-50-504-101-6004-	Pro Svcs	80,000.00
101-50-504-101-6009-	Supplies	5,000.00
101-50-504-101-6014-	ConfTravel	10,000.00
101-50-504-101-6017-	Subs &Pubs	5,000.00
101-52-540-101-5002-	FT Sal	(581,164.00)
101-52-540-101-5004-	Temp/PT	(125,111.00)
101-52-540-101-5501-	Retirement	(67,646.00)
101-52-540-101-5502-	Med Benfit	(119,554.00)
101-52-540-101-5503-	Dent Ins	(6,292.00)
101-52-540-101-5505-	GrLifeIns	(480.00)
101-52-540-101-5508-	Reimb	(2,000.00)
101-52-540-101-5510-	Medicare	(8,426.00)
101-52-540-101-5512-	DefComMtch	(5,838.00)
101-52-540-101-6003-	Printing	(30,000.00)
101-52-540-101-6004-	Pro Svcs	(225,000.00)
101-52-540-101-6008-	Advertise	(25,000.00)
101-52-540-101-6009-	Supplies	(100,500.00)
101-52-540-101-6011-	Telephone	(2,000.00)
101-52-540-101-6014-	ConfTravel	(8,000.00)
101-52-540-101-6017-	Subs &Pubs	(12,400.00)

101-52-540-101-6053-	Postage	(52,000.00)
101-52-540-208-6157-	PR Stipend	(6,000.00)
101-50-505-101-5002-	FT Sal	581,164.00
101-50-505-101-5004-	Temp/PT	125,111.00
101-50-505-101-5501-	Retirement	67,646.00
101-50-505-101-5502-	Med Benfit	119,554.00
101-50-505-101-5503-	Dent Ins	6,292.00
101-50-505-101-5505-	GrLifeIns	480.00
101-50-505-101-5508-	Reimb	2,000.00
101-50-505-101-5510-	Medicare	8,426.00
101-50-505-101-5512-	DefComMtch	5,838.00
101-50-505-101-6003-	Printing	30,000.00
101-50-505-101-6004-	Pro Svcs	225,000.00
101-50-505-101-6008-	Advertise	25,000.00
101-50-505-101-6009-	Supplies	100,500.00
101-50-505-101-6011-	Telephone	2,000.00
101-50-505-101-6014-	ConfTravel	8,000.00
101-50-505-101-6017-	Subs &Pubs	12,400.00
101-50-505-101-6053-	Postage	52,000.00
101-50-505-208-6157-	PR Stipend	6,000.00
101-50-660-172-5002-	FT Sal	(293,531.00)
101-50-660-172-5501-	Retirement	(34,168.00)
101-50-660-172-5502-	Med Benfit	(34,218.00)
101-50-660-172-5503-	Dent Ins	(2,515.00)
101-50-660-172-5505-	GrLifeIns	(192.00)
101-50-660-172-5508-	Reimb	(1,200.00)
101-50-660-172-5510-	Medicare	(4,257.00)
101-50-660-172-5512-	DefComMtch	(3,459.00)
101-50-660-172-6004-	Pro Svcs	(341,099.50)
101-50-660-172-6006-	CityMember	(500.00)
101-50-660-172-6008-	Advertise	(1,000.00)
101-50-660-172-6009-	Supplies	(2,000.00)
101-50-660-172-6011-	Telephone	(600.00)
101-50-660-172-6017-	Subs &Pubs	(250.00)
101-50-660-172-6028-	Liab Ins	(2,005,000.00)
101-50-660-172-6030-	Other Ins	(50,000.00)
101-50-660-172-6031-	Prop Ins	(420,856.00)
101-50-660-172-6056-	Training	(2,250.00)
101-50-660-173-5002-	FT Sal	(293,531.00)
101-50-660-173-5501-	Retirement	(34,168.00)
101-50-660-173-5502-	Med Benfit	(34,218.00)

101-50-660-173-5503-	Dent Ins	(2,515.00)
101-50-660-173-5505-	GrLifeIns	(192.00)
101-50-660-173-5508-	Reimb	(1,200.00)
101-50-660-173-5510-	Medicare	(4,257.00)
101-50-660-173-5512-	DefComMtch	(3,459.00)
101-50-660-173-6004-	Pro Svcs	(195,021.58)
101-50-660-173-6006-	CityMember	(200.00)
101-50-660-173-6009-	Supplies	(36,200.00)
101-50-660-173-6011-	Telephone	(600.00)
101-50-660-173-6029-	WC Ins	(292,705.00)
101-50-660-173-6030-	Other Ins	(70,000.00)
101-50-660-173-6056-	Training	(1,500.00)
101-65-653-172-5002-	FT Sal	293,531.00
101-65-653-172-5501-	Retirement	34,168.00
101-65-653-172-5502-	Med Benfit	34,218.00
101-65-653-172-5503-	Dent Ins	2,515.00
101-65-653-172-5505-	GrLifeIns	192.00
101-65-653-172-5508-	Reimb	1,200.00
101-65-653-172-5510-	Medicare	4,257.00
101-65-653-172-5512-	DefComMtch	3,459.00
101-65-653-172-6004-	Pro Svcs	341,099.50
101-65-653-172-6006-	CityMember	500.00
101-65-653-172-6008-	Advertise	1,000.00
101-65-653-172-6009-	Supplies	2,000.00
101-65-653-172-6011-	Telephone	600.00
101-65-653-172-6017-	Subs &Pubs	250.00
101-65-653-172-6028-	Liab Ins	2,005,000.00
101-65-653-172-6030-	Other Ins	50,000.00
101-65-653-172-6031-	Prop Ins	420,856.00
101-65-653-172-6056-	Training	2,250.00
101-65-653-173-5002-	FT Sal	293,531.00
101-65-653-173-5501-	Retirement	34,168.00
101-65-653-173-5502-	Med Benfit	34,218.00
101-65-653-173-5503-	Dent Ins	2,515.00
101-65-653-173-5505-	GrLifeIns	192.00
101-65-653-173-5508-	Reimb	1,200.00
101-65-653-173-5510-	Medicare	4,257.00
101-65-653-173-5512-	DefComMtch	3,459.00
101-65-653-173-6004-	Pro Svcs	195,021.58
101-65-653-173-6006-	CityMember	200.00
101-65-653-173-6009-	Supplies	36,200.00

101-65-653-173-6011-	Telephone	600.00
101-65-653-173-6029-	WC Ins	292,705.00
101-65-653-173-6030-	Other Ins	70,000.00
101-65-653-173-6056-	Training	1,500.00
578-70-781-100-5002-	FT Sal	(126,758.00)
578-70-781-100-5003-	OT	(10,000.00)
578-70-781-100-5501-	Retirement	(14,755.00)
578-70-781-100-5502-	Med Benfit	(14,942.00)
578-70-781-100-5503-	Dent Ins	(566.00)
578-70-781-100-5505-	GrLifeIns	(86.00)
578-70-781-100-5508-	Reimb	(6,000.00)
578-70-781-100-5510-	Medicare	(1,838.00)
578-70-781-100-5512-	DefComMtch	(1,168.00)
578-70-781-100-6004-	Pro Svcs	(5,692,939.00)
578-70-781-100-6015-	Permit	(22,000.00)
578-70-781-100-6055-	CRA Legal	(300,000.00)
578-70-781-100-6077-	Gas	(35,000.00)
578-70-781-100-6078-	Electric	(83,000.00)
578-70-781-100-6079-	Water	(32,000.00)
578-70-781-100-7002-	Equip Rent	(1,000.00)
578-70-781-965-6004-	Pro Svcs	(7,500.00)
578-70-782-820-6028-	Liab Ins	(800,000.00)
578-70-782-821-6014-	ConfTravel	(5,000.00)
578-99-999-999-8009-	InfraRoad	(12,500,000.00)
578-99-999-501-5002-	FT Sal	126,758.00
578-99-999-501-5003-	OT	10,000.00
578-99-999-501-5501-	Retirement	14,755.00
578-99-999-501-5502-	Med Benfit	14,942.00
578-99-999-501-5503-	Dent Ins	566.00
578-99-999-501-5505-	GrLifeIns	86.00
578-99-999-501-5508-	Reimb	6,000.00
578-99-999-501-5510-	Medicare	1,838.00
578-99-999-501-5512-	DefComMtch	1,168.00
578-99-999-501-6004-	Pro Svcs	5,692,939.00
578-99-999-501-6015-	Permit	22,000.00
578-99-999-501-6055-	CRA Legal	300,000.00
578-99-999-501-6077-	Gas	35,000.00
578-99-999-501-6078-	Electric	83,000.00
578-99-999-501-6079-	Water	32,000.00
578-99-999-501-6047-	Equip Rent	1,000.00
578-99-999-965-6004-	Pro Svcs	7,500.00

578-99-999-820-6028-	Liab Ins	800,000.00
578-99-999-821-6014-	ConfTravel	5,000.00
578-99-999-904-8009-	InfraRoad	12,500,000.00

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2025-26 budget on file, and effective as of November 18, 2025 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 18th day of November 18, 2025.

APPROVED

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

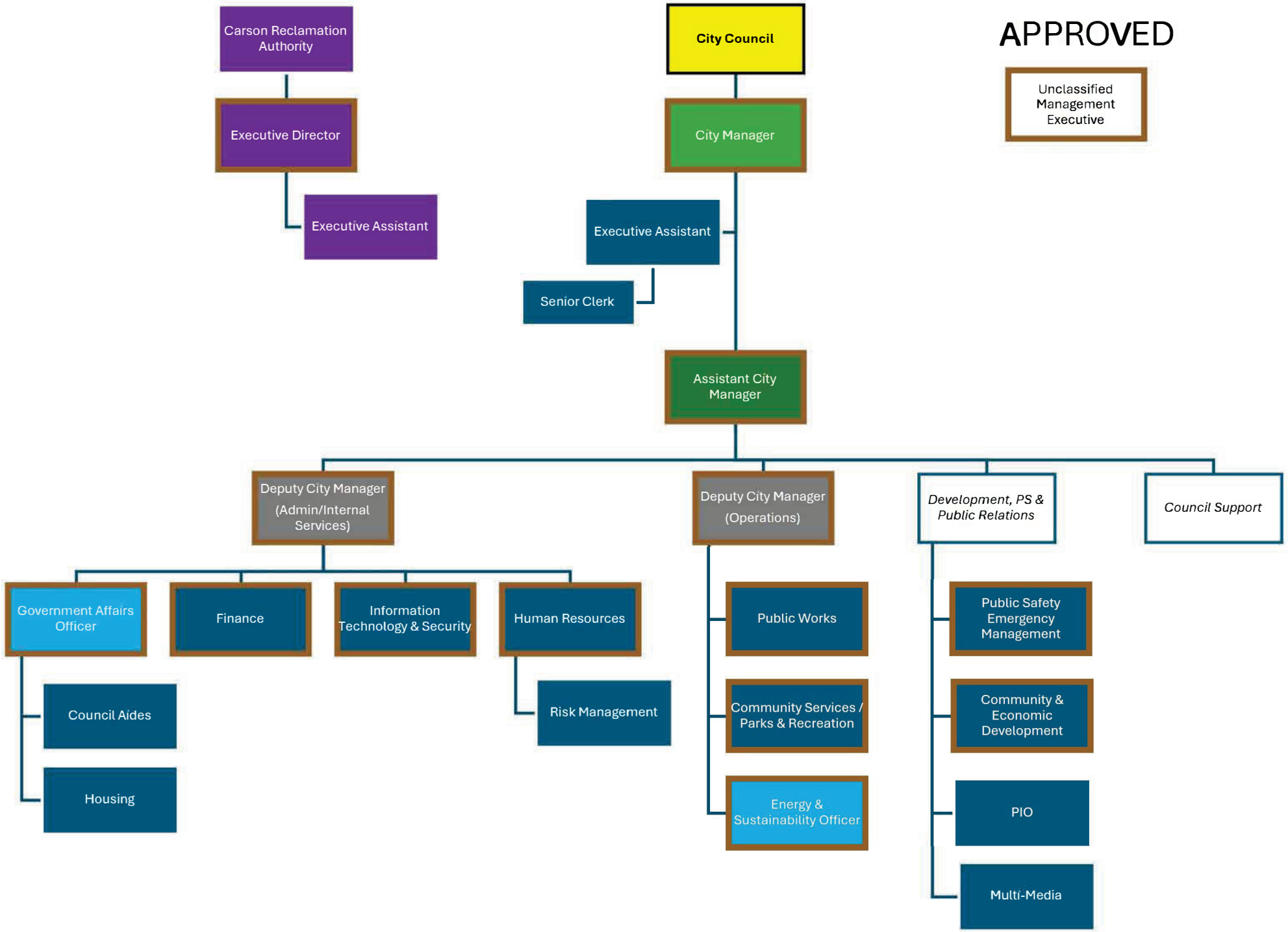
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-142 adopted by the City of Carson City Council at its meeting held on November 18, 2025, by the following vote:

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

_____

Dr. Khaleah K. Bradshaw, City Clerk


APPROVED
Unclassified Management Executive
Carson Reclamation Authority
Executive Director
Executive Assistant
City Council
City Manager
Executive Assistant
Senior Clerk
Assistant City Manager
Deputy City Manager (Admin/Internal Services)
Deputy City Manager (Operations)
Development, PS & Public Relations
Council Support
Government Affairs Officer
Finance
Information Technology & Security
Human Resources
Council Aides
Housing
Risk Management
Public Works
Community Services / Parks & Recreation
Energy & Sustainability Officer
Public Safety Emergency Management
Community & Economic Development
PIO
Multi-Media

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Toni Carter, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH BARR & CLARK, INCREASING THE TOTAL CONTRACT SUM TO $300,000 (CITY COUNCIL)

I. SUMMARY

On February 24, 2025, the City awarded a three-year contract with Barr & Clark to provide environmental testing required for the rehabilitation project managed by the Housing Division for the City of Carson. This contract includes lead-based paint, asbestos and radon gas testing, risk assessments, as well as the clearance inspections. The agreement was established for a total not-to-exceed amount of $30,000, based on the service needs at that time.

In August 2025, the City approved Amendment No. 1, increasing the contract amount by $30,000 for a total of $60,000 to address additional HUD testing requirements. As the City continues to implement rehabilitation programs and federally funded projects that require compliance with HUD environmental standards, staff has determined that the current contract amount is insufficient to meet ongoing and anticipated demand.

Staff now recommends approval of Amendment No. 2, increasing the contract amount to $300,000 and exercising the City's two optional one-year terms now even though the intial three-year term doesn't expire until February 18, 2028. The proposed amendment aligns with our updated expenditure trajectory and allows the City to maintain consistency in testing coverage while staying within a defined annual budget framework.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Agreement with Barr & Clark for environmental testing services, increasing the contract amount to $300,000, during the initial three-year term plus the two optional one-year extension periods.
2. AUTHORIZE the Mayor to execute Amendment No. 2 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed amendment.
2. TAKE another action as deemed appropriate by the City Council, consistent with applicable laws and procedures.

IV. BACKGROUND

The City contracts with qualified environmental consulting firms to provide testing and inspection services required for compliance with federal regulations, including those enforced by the U.S. Department of Housing and Urban Development (HUD). These services support various City programs, including the Neighborhood Pride Program where lead-based paint, asbestos-containing materials, and radon gas may be present. In October 31, 2024, a Request for Proposal (RFP 25-008) was issued through Planet Bids and after review, Barr & Clark was awarded a three-year contract with two one-year options for extentions. The contract provided on-call testing services for residential rehabilitation. In August 2025, Amendment No. 1 was approved under City Manager authority, increasing the total contract to $60,000 due to expanded project activity and higher testing requirements.

Inspection for lead-based paint hazards, asbestos and radon gas hazards are an essential component of the City of Carson's rehabilitation programs including the Neighborhood Pride Program (NPP) and Permanent Local Housing Allocation (PLHA). Such inspection and abatement is required in the rehabilitation of all structures built before 1978 where such rehabilitation is performed using Community Development Block Grant (CDBG) funds, under the provisions of Section 24 of the Code of Federal Regulations (CFR), Part 35, Chapter 7. Enforcement of the provision of 24 CFR 35 has become an area of emphasis in recent years for the U. S. Department of Housing and Urban Development (HUD).

V. FISCAL IMPACT

If the proposed Amendment No. 2 is approved, the contract services with Barr & Clark for inspection services will be increased by $240,000, resulting in a new not-to-exceed contract amount of $300,000. Of the total amendment amount, $60,000 will be utilized druing the current Fiscal Year 2025-26, with funds available in the CDBG Account 215-50-720-964-6062 within the adopted budget. The remaining balance will be budgeted in subsequent years. If CDBG allocations decrease during the term of this contract, Staff will review and may recommend utilizing the General Fund budget to keep projects moving forward.

VI. EXHIBITS

1. Barr & Clark executed contract
2. Barr & Clark Amendment No. 1 executed contract
3. Barr & Clark Amendment No. 2 draft contract

Attachments

Barr & Clark Contract 02-19-2025 Fully Executed.pdf

Barr & Clark, INC. Amendment No. 1- Fully Executed.pdf

Barr & Clark Amendment No. 2 2025 draft.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

BARR & CLARK, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BARR & CLARK, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 19th day of February, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and BARR & CLARK, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty Thousand Dollars and Zero Cents. Dollars ($30,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by $10,000.00 for each Extension Term.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Matthew Crochet	President/CEO & Project Manager
(Name)	(Title)

Jeremy Nguyen	Senior Project Director
(Name)	(Title)
Dana Williams	Senior Project Director
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials MC

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By: _____
Name: Matthew Crochet
Title: President

By: _____
Name: Matthew Crochet
Title: Secretary
Address: 16531 Bolsa Chica, Suite 205
Huntington Beach, CA 92649

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[vas; rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By: _____
Name: Matthew Crochet
Title: President

By: _____
Name: Matthew Crochet
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Address: 16531 Bolsa Chica, Suite 205
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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~~ Orange

On February 8, 2025 before me, Noah Covarrubias, personally appeared Matthew Crochet, 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: _____

RRS2 NOAH COVARRUBIAS COMM.# 2401214 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 18, 2026 RRS2

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____ TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF ~~LOS ANGELES~~ Orange

On February 8, 2025 before me, Noah Covarrubias, personally appeared Matthew Crochet, 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: _____

RRS2 NOAH COVARRUBIAS COMM.# 2401214 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 18, 2026 RRS2

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 8, 2025 before me, Noah Covarrubias, Notary Public
(insert name and title of the officer)

personally appeared Matthew Philip Crochet,
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.

RRS2 NOAH COVARRUBIAS RRS2
COMM.# 2401214
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. APRIL 18, 2026

Signature _____ (Seal)

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services, following City staff approval of a homeowner's application for rehabilitation assistance and upon City's request:**

A. **Lead-Based Paint Services:** The Consultant shall provide all necessary staffing and resources to conduct lead-based paint inspection and risk assessment services for each dwelling unit involved in the City's housing rehabilitation programs. All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified. The properties consist of typical single family residences located throughout the City of Carson. These services will employ the latest technologies and be conducted by trained professionals, including:

Lead-Based Paint (LBP) Inspection/Testing

1. Initial Inspection: Conduct a thorough lead hazard inspection and evaluation of each dwelling unit within the programs. The Consultant will identify the presence and locations of lead-based paint hazards in compliance with 24 CFR 35.930. (Title X), California Title 17 Regulations, and applicable HUD Guidelines.

   (a) Perform a comprehensive LBP Inspection (via XRF) within all accessible interior and exterior areas. The method of testing will be X-ray fluorescence which is non-destructive. All testing will be patterned after the HUD Guidelines (*2012 revision*).

2. Paint Testing and Reporting: Perform paint testing on all surfaces to be disturbed during the rehabilitation process, conducted by a certified lead-based paint inspector or risk assessor using XRF methodology. The Consultant will collect dust and soil samples for lead-content analysis, submitting them to a local laboratory accredited by the American Industrial Hygiene Association (AIHA); the National Institute of Standards and Technology (NVLAP); and the California Department of Health Services Environmental Laboratory Accreditation Program (ELAP). A comprehensive report detailing findings will be provided to the City.

3. Risk Assessment: For rehabilitation projects exceeding $5,000, conduct a complete risk assessment of the dwelling unit, performed by a certified risk assessor.

4. Stabilization/Abatement Specifications: Prepare lead-based abatement specifications based on the inspection and testing results, along with the planned scope of work for the rehabilitation and project.

Lead-Based Paint (LBP) Clearance Testing

1. Clearance Inspection: Conduct a final clearance inspection to ensure the dwelling is safe for occupants and issue an abatement certification to the City in accordance with 24 CFR 35.930 (Title X) and HUD Guidelines. Final clearance will confirm that:

   (a) All hazard reduction work specified has been completed.

   (b) All stabilized areas have been properly repainted with primer and finish coats.

   (c) All causes of deteriorated paint have been repaired.

   (d) Encapsulants have been applied per manufacturer recommendations.

   (e) Friction and impact surfaces have been treated.

   (f) Surfaces that collect lead dust have been thoroughly cleaned.

2. Perform a visual LBP clearance after all lead-related construction activities are completed and properly cleaned (HEPA/TSP/HEPA).

3. If the visual inspection is satisfactory, Consultant will take dust wipe and/or soil samples in appropriate areas and analyzed for residual lead dust at an NVLAP approved laboratory.

B. **Asbestos Services:** The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform asbestos inspection and risk assessment services for each dwelling unit involved in the City's housing rehabilitation programs. All personnel will be experienced and will have completed an EPA formatted course through a CDPH/DHS accredited training provider. All inspection personnel are CDPH/DHS certified. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional, including:

Asbestos Inspection/Testing

1. Initial Inspection: Conduct inspections of each dwelling unit to identify and assess accessible asbestos-containing materials. This will include visual inspections of suspect materials to evaluate their condition, adhering to all applicable regulations (local, state, and federal), including EPA; HUD; Department of Health Services (DHS); National Emission Standards for Hazardous Air Pollutants (NESHAP); Cal/OSHA, South Coast Air Quality Management District (South Coast AQMD); Clean Air Act (CAA); Toxic

Substances Control Act (TSCA); and Occupational Safety and Health Administration (OPSHA).

2. Sample Testing: Collect physical bulk samples of suspect materials from representative locations and submit them to an independent laboratory for analysis. All samples will be analyzed by LA Testing, accredited by the AIHA, NVLAP, and the California Department of Health Services (ELAP).

3. Stabilization/Abatement Specifications: Based on laboratory analysis results and the planned scope of work, prepare recommendations/specifications for stabilization or abatement of identified asbestos-containing materials.

4. Oversight: Oversee the stabilization or abatement of hazardous asbestos-related conditions. The Consultant will subcontract with a licensed abatement firm and provide oversight during the abatement process.

Asbestos Clearance Testing

1. Clearance Inspection: Conduct a clearance inspection for asbestos-containing materials following the completion of all abatement activities. Upon successful clearance testing, issue an asbestos abatement clearance certificate to allow re-occupancy of the affected areas. The asbestos abatement clearance shall include:

   (a) Visual and/or air sampling (regular PCM) in areas within and surrounding the affected abatement areas.

   (b) If required, air sampling and analysis by NIOSH method 7400 for asbestos samples.

   (c) Company's lab shall maintain participation in the Proficiency Analytic Testing (PAT) program for air sample quality control under EPA.

   (d) Microscopists for air samples assigned to this work shall be participants in the intra-laboratory PAT program quality control procedures.

C. **Radon Testing**: The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform radon testing for each dwelling unit involved in the City's housing rehabilitation programs. Consultant will adequately staff fully qualified technicians to perform all tasks described below in accordance with Federal, State, and Local regulations. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional. Short-Term testing to be screened utilizing Aircheck passive radon

devices to determine whether or not Radon Gas is present at the property. The radon testing shall include:

1. The testing will consist of placing short-term radon detector(s) at the property in an effort to measure radon gas concentrations at the site.

2. Canisters will be collected after 48 hours from the time they are setup and shipped to NEHA-NRPP certified lab.

3. A complete report with the testing results will be prepared by a NEHA-NRPP Certified Residential Measurement Provider.

D. **Limited Mold Investigation:** The Consultant shall provide staffing and resources, including, but not limited to labor, material, and equipment, to perform mold testing for each dwelling unit involved in the City's housing rehabilitation programs. Consultant will adequately staff fully qualified technicians to perform all tasks described below in accordance with Federal, State, and Local regulations. The properties consists of typical single family residences located throughout the City of Carson. These services will utilize the latest technologies and be conducted by trained professional. The objective of the preliminary mold investigation will be to survey the visually affected areas of the building and assess the presence of potential mold/fungal contamination.

1. Interview occupant(s) to assess the past history of moisture infiltration problems.

2. Perform visual inspection of the affected areas.

3. Collect up to 2 non-viable air samples from interior survey area of the building. Samples collected will be sent to a qualified laboratory for analysis of air suspended mold spores. One outdoor sample will be collected for a background reference.

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

A. **Initial Inspection Reports**: Provide the City with a detailed report for each dwelling unit inspected, including results from both lead-based paint and asbestos abatement, laboratory analysis of dust, soil, or physical bulk samples, and any applicable risk assessments. Upon request, exact copies of laboratory analysis results will be provided.

B. **Stabilization and Abatement Recommendations**: Submit written recommendations for stabilization and abatement regarding both lead-based paint and asbestos.

C. **Clearance Reports**: Deliver Clearance Inspection reports and Stabilization/Abatement Certifications for both lead-based paint and asbestos for each dwelling unit inspected.

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

As requested by City's Contract Officer.

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

V. **Consultant will utilize the following personnel to accomplish the Services:**

A. Matthew Crochet, President/CEO & Project Manager -- Lead, Asbestos, Mold & Environmental Operations

B. Jeremy Nguyen, Senior Director – Lead, Asbestos & Mold Operations

C. Dana Williams, Senior Project Director – Lead, Asbestos & Mold Operations

D. Troy Whitmark, Certified Lead Inspector/Risk Assessor

E. Juan Garcia, Certified Lead Inspector/Risk Assessor

F. Michael Atallah, Senior Project Director – Radon & Phase I Operations

G. Noah Covarrubias, Certified Lead Sampling Technician

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to the Agreement to read in its entirety as follows:

"Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

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

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

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

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

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

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

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

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

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three*** ~~one~~ (~~1~~*3*) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is the same pricing listed in Exhibit "C."***"

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows:***

i. ***Accurate Analytical Testing, LLC, which will provide services for lead related laboratory analysis including dust wipes, soil samples, air samples, drinking water, paint chips and waste characterization;***

ii. ***Patriot Environmental Laboratory Services, Inc., which will provide services for asbestos related laboratory analysis including bulk samples and air samples;***

iii. ***Eurofins EMLab P&K, which will provide services for mold analysis; and***

iv. ***AccuStar Labs, which will provide services for radon related laboratory analysis.***

In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the

Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

A. **Lead-Based Paint (LBP) Inspection/Testing:**

1. LBP Clearance Inspection/Risk Assessment & Report (typical SFR): **$750.00 / SFR**

B. **Lead-Based Paint (LBP) Clearance Testing.**

1. LBP Clearance Inspection Site Visit & Report: **$350.00 / site visit + lab samples**

2. Laboratory Samples: **$20.00 / sample**

NOTE: Failed clearances are billed additionally at the same rate above.

C. **Asbestos Inspection/Testing.**

1. Asbestos Inspection & Report (typical SFR): **$1350.00 / SFR**

2. Asbestos 1000 Point Count Analysis (only if requested by City's Contract Officer): **$75.00 /sample**

D. **Asbestos Clearance Testing.**

1. Asbestos Clearance Inspection Site Visit & Report: **$575.00 / site visit + lab samples**

2. Laboratory Samples (regular PCM): **$20.00 / sample**

NOTE: Failed clearances are billed additionally at the same rate above.

E. **Radon Testing.**

1. Radon Testing Site Visit & Report *(up to 2 cannisters)*: **$750.00 / SFR**

F. **Limited Mold Investigation.**

1. Limited Mold Inspection Site Visit & Report: **$575.00 / site visit + lab samples**

2. Laboratory Samples (Air-O-Cell analysis, 2 day TAT): **$85.00 / sample**

NOTE: Mold clearances at the same rate above. Failed clearances are billed additionally at the same rate above.

Hourly rates typically **do not apply** to any of the above inspections or clearance testing. The above pricing includes all services as described and **does not** require any hourly fees.

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

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

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

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

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

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

IV. **The total compensation for the Services shall not exceed $30,000.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services within a timely manner as determined by City's Contract Officer.**

II. **Consultant shall deliver the tangible work products specified in Section II of Exhibit A to the City within a timely manner as determined by City's Contract Officer.**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2023

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
AssuredPartners Design Professionals Insurance Services, LLC
19689 7th Ave NE, Ste 183, PMB #369
Poulsbo WA 98370

License#: 6003745
BARR&CL-02

CONTACT NAME: Joey Martin
PHONE (A/C, No, Ext): 360-598-5019 **FAX (A/C, No):** 360-598-5019
E-MAIL ADDRESS: joey.martin@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barr & Clark Inc
16531 Bolsa Chica Street, Suite 205
Huntington Beach CA 92649

COVERAGES **CERTIFICATE NUMBER:** 1706220672 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	G46606954004	3/9/2023	3/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 50,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	Y	Y	G46606954004	3/9/2023	3/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Prof Liab; Claims Made Contractors Pollution Liab			G46606954004	3/9/2023	3/9/2025	Per Claim Per Claim	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, and Auto Liability in favor of the Additional Insured.
The City of Carson, its officers, officials, employees, agents, and volunteers are Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, and Auto Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Carson - Attention: Community Development Department
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
2/13/2025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jennifer Watson

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POLICY NUMBER: G46606954 004

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	**N/A**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: G46606954 004

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	**N/A**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Named Insured Barr & Clark, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46606954 004	Policy Period 03/09/2023 **to** 03/09/2025	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

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Westchester
A Chubb Company

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Westchester
A Chubb Company

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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A Chubb Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

a. The additional insured is a named insured under such other insurance; and

b. You have agreed in a written contract or agreement that this insurance would:

(1) act as primary insurance; and

(2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

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Named Insured Barr & Clark, Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46606954 004	Policy Period 03/09/2023 **to** 03/09/2025	Effective Date of Endorsement 03/09/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AND NON-OWNED AUTO LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limits of Insurance:	$1,000,000	Each Occurrence
	$1,000,000	Aggregate Limit (included in the General Aggregate)

With respect to the insurance provided by this endorsement, the following is added to Section I - **COVERAGES**:

A. HIRED AUTO LIABILITY

The insurance provided under this Coverage Part applies to **bodily injury** or **property damage** arising out of the maintenance or use of a **hired auto** by you or your employee in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under this Coverage Part applies to **bodily injury** or **property damage** arising out of the use of a **non-owned** auto in your business.

With respect to the insurance provided by this endorsement:

A. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2, Exclusions,** Items **c., e., g., h., i., j., k., m., n. and o.** are deleted in their entirety.

B. The following additional exclusions are added:

1. Employee Indemnification and Employer's Liability

Bodily Injury:

1. To an employee of the insured arising out of and in the course of employment by the insured; or

2. To the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and

2. To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

1. Liability assumed by the insured under an **insured contract**; or

2. **Bodily injury** arising out of and in the course of **domestic employment** by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. Care, Custody or Control

Property Damage:

1. To property owned or transported by, or rented or loaned to the insured; or

2. Property in the care, custody or control of the insured.

3. Fellow Employee

Bodily injury to any fellow **employee** of the insured arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business.

With respect to the insurance provided by this endorsement the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

1. Each of the following is an insured under this insurance to the extent set forth below:

a. You;

b. Anyone else while using with your permission a **non-owned auto** or **hired auto** except:

1. The owner or anyone else from whom you hire or borrow a **non-owned auto** or **hired auto**.

2. Your **employee** if the **non-owned auto** is owned by that **employee** or a member of his or her household.

3. A partner (if you are a partnership), or a member (if you are a limited liability company) for a **non-owned auto** owned by him or her or a member of his or her household.

4. Any person while employed in or otherwise engaged in duties in connection with an **auto business**,other than an **auto business** you own or operate.

c. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b. or c. above.

With respect to the insurance provided by this endorsement, **SECTION III - LIMITS OF INSURANCE,** Items **1.** and **2.** are deleted in their entirety and replaced by the following:

1. Regardless of the number of **hired autos** or **non-owned autos**, premiums paid, claims made or vehicles involved in the **occurrence**, the most we will pay for the total of all damages resulting from any one **occurrence** is the Each Occurrence Limit shown in the schedule of this endorsement.

2. The Aggregate Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages under this Coverage Part. The Aggregate Limit shown in the schedule of this endorsement is included within the General Aggregate Limit shown in the policy declarations. The General Aggregate Limit is the most we will pay for the sum of all damages under all Coverage Parts provided within this policy except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**.

With respect to the insurance provided by this endorsement, the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are not changed with respect to **HIRED AUTO LIABILITY** or **NON-OWNED AUTO LIABILITY** Insurance.

With respect to the insurance provided by this endorsement, the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION V. DEFINITIONS** is amended as follows:

A. Item 9. **Insured contract** is amended to include the following:

f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

1. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

2. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or

3. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

B. The following additional **DEFINITIONS** are added:

1. **Auto business** means the business or occupation of selling, repairing, servicing, storing or parking autos.

2. **Domestic employment** means the employment of persons engaged in household or domestic work performed principally in connection with residential premises.

3. **Hired auto** means any **auto** you lease, hire or borrow. This does not include:

   a. any **auto** you lease, hire or borrow from any of your employees or members of their households, or from any of your partners or executive officers;

   b. any substitute, replacement or extra auto needed **to** meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor; or

   c. any auto you lease, hire, rent or borrow for a period of time longer than six (6) months.

4. **Non-owned auto** means any **auto** you do not own, lease, hire or borrow which is used in connection with your business. This includes **autos** owned by your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business.

All other terms and conditions remain the same.

POLICY NUMBER: G46606954 004

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Carson, its elected and appointed officers, employees, volunteers and agents.	**N/A**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: G46606954 004

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Carson, its elected and appointed officers, employees, volunteers and agents.	**N/A**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NOTICE OF CANCELLATION TO SPECIFIC PARTIES ENDORSEMENT

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

SCHEDULE

City of Carson 701 E Carson Street Carson, CA 90745

If we decide to cancel this policy on or before the expiration date shown on the Declarations Page, we will endeavor to mail to the person(s) or organization(s) shown in the Schedule above, written notice of cancellation not less than 10 days prior to cancellation for non-payment of premium or 30 days prior to cancellation for any other reason. Failure to provide such notification will not invalidate the cancellation of this policy.

All other terms and conditions remain unchanged.

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ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): City of Carson, its elected and appointed officers, employees, volunteers and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission

Westchester
A Chubb Company

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured			Endorsement Number
Barr & Clark, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ECP	G46606954 004	03/09/2023 **to** 03/09/2025	03/09/2023
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Carson, its elected and appointed officers, employees, volunteers and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission

POLICYHOLDER COPY

SP

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2024

GROUP:
POLICY NUMBER: **1917813-2024**
CERTIFICATE ID: **446**
CERTIFICATE EXPIRES: **07-01-2025**
07-01-2024/07-01-2025

CITY OF CARSON - ATTN: COMMUNITY DEV. DEPT
701 E CARSON ST
CARSON CA 90745-2224

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2024 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BARR & CLARK, INC
16531 BOLSA CHICA ST STE 205
HUNTINGTON BEACH CA 92649

SP

[P1G,SP]

(REV.7-2014)

PRINTED : 11-18-2024

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and BARR & CLARK, INC., a California corporation ("Consultant"), is effective as of the 7th day of ~~July~~ August, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated February 19, 2025 ("Agreement"), whereby Consultant agreed to perform lead based paint inspection and risk assessment services for certain residential dwelling units involved in City's housing rehabilitation programs for a not-to-exceed Contract Sum of $30,000.00 for a three year term expiring February 18, 2028, with two one-year options to extend.

B. The Contract Sum will need to be increased by $30,000.00 due to additional testing requested by HUD.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $30,000.00, from $30,000.00 to $60,000.00.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

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 ***Sixty***~~Thirty~~ Thousand Dollars and Zero Cents. Dollars (***$60,000.00***~~$30,000.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by $10,000.00 for each Extension Term."

B. Section 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 ***$60,000.00***~~$30,000.00,~~ as provided in Section 2.1 of this Agreement."

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

ATTEST:

Kaurtney Cullors Chief Deputy City clerk

for Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By: _____
Name: Matthew Crochet
Title: President/Secretary

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By: _____
Name: Matthew Crochet
Title: President/Secretary

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

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~~ Orange

On July 25, 2025 before me, Noah Covarrubias, personally appeared Matthew Crochet, 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: _____

RRS2 NOAH COVARRUBIAS COMM.# 2401214 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. APRIL 18, 2026 RRS2

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 25, 2025 before me, Noah Covarrubias, Notary Public
(insert name and title of the officer)

personally appeared Matthew Crochet,
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.

RRS2 NOAH COVARRUBIAS RRS2
COMM.# 2401214
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. APRIL 18, 2026

Signature _____ (Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745 BARR&CL-02

CONTACT NAME: Sandee Watson
PHONE (A/C, No, Ext): 360-598-5021 **FAX (A/C, No):** 360-598-5021
E-MAIL ADDRESS: sandee.watson@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's, London/Rivington	26623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barr & Clark Inc
16531 Bolsa Chica Street, Suite 205
Huntington Beach CA 92649

COVERAGES **CERTIFICATE NUMBER:** 501728384 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ENC001235901	3/9/2025	3/9/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [X] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 2,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	ENC001235901	3/9/2025	3/9/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof Liab; Claims Made Contractors Pollution Liab			ENC001235901	3/9/2025	3/9/2026	Per Claim Each Occurrence	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, and Auto Liability in favor of the Additional Insured.
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
The City of Carson, its officers, officials, employees, agents, and volunteers are Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, and Auto Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Carson - Attention: Community Development Department
701 E Carson Street
Carson CA 90745

Insurance Approved
DJ
03/11/25

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE:

Specific Entity to Schedule if required –
As required by written contract.

 ©Insurance Services Office, Inc.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 ©Insurance Services Office, Inc.

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

©Insurance Services Office, Inc.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	Any person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

©Insurance Services Office, Inc.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

As required by written contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

> We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

©Insurance Services Office, Inc.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	**Location(s) of Covered Operations**
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations**
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION

This endorsement modifies insurance provided under all coverages applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIV. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIV. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

Effective Date: 3/9/2025	PolicyNumber: ENC0012359-01
	Endorsement Number:

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of Barr & Clark, Inc. **("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids** # 25-008, dated November 13, 2024 ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section** F **("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- ☒ General Liability
- ☒ Automobile Liability
- ☒ Professional Liability
- ☒ Pollution Liability

Other Insurance Provisions:

- ☐ Cyber Liability
- ☐ Crime Insurance
- ☐ Bonds

[PLEASE CHECK ALL THAT APPLY]

Joseph Martin	Account Manager
Name of Insurer [Print]	**Name, Title [Print]**
Joseph Martin	11/18/2024
Signature	**Date**

Outlook

RE: Barr & Clark Updated Worker's Comp COI

From Roobik Galoosian <RGaloosian@carsonca.gov>
Date Wed 7/30/2025 11:24 AM
To Airiona Sampson <asampson@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Cc Debra Scott <dscott@carsonca.gov>; Duane Cobb <dcobb@carsonca.gov>; Toni Carter <tcarter@carsonca.gov>

2 attachments (214 KB)
Barr Clark WC.pdf; Barr Clark WC Endorsement.pdf;

Hi Airiona,
The work comp is approved. I stamped the endorsement but the first PDF is protected, so please use this email to show approval.

Thanks,

Roobik Galoosian
Risk Manager

CMO | Risk Management
701 East Carson St., Carson, CA 90745
Office: (310) 952-1700 | Direct: (310) 952-1764 | Email: rgaloosian@carsonca.gov
Office Hours: Monday-Thursday; 7:00 a.m. - 6:00 p.m., Closed on Friday
www.carsonca.gov | Facebook: @cityofcarson | Instagram:@cityofcarsonca

CITY OF CARSON

CONFIDENTIAL COMMUNICATION
This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is
privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible
for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is
strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone.
Thank you.
Go Green Carson! This email was sent digitally as part of our commitment to green practices. Think twice before printing.

From: Airiona Sampson <asampson@carsonca.gov>
Sent: Tuesday, July 29, 2025 8:27 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Cc: Debra Scott <dscott@carsonca.gov>; Duane Cobb <dcobb@carsonca.gov>; Toni Carter

POLICYHOLDER COPY

SP

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2025

GROUP:
POLICY NUMBER: **1917813-2025**
CERTIFICATE ID: **446**
CERTIFICATE EXPIRES: **07-01-2026**
07-01-2025/07-01-2026

CITY OF CARSON - ATTN: COMMUNITY DEV. DEPT
701 E CARSON ST
CARSON CA 90745-2224

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2024 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BARR & CLARK, INC
16531 BOLSA CHICA ST STE 205
HUNTINGTON BEACH CA 92649

SP

[P1G,SP]

(REV.7-2014)

PRINTED : 07-25-2025

STATE COMPENSATION INSURANCE FUND

Endorsement Agreement

Waiver of Subrogation
Blanket Basis

1917813-2025
Renewal
SP
1-86-06-96

Home Office
San Francisco
All Effective Dates are
at 12:01 AM Pacific
Standard Time or the
Time Indicated at
Pacific Standard Time

Effective July 1, 2025 at 12:01 AM
and Expiring July 1, 2026 at 12:01 AM

INSURANCE APPROVED
RG
7/29/2025

BARR & CLARK, INC.
16531 BOLSA CHICA ST STE 205
HUNTINGTON BEACH, CA 92649

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the total policy premium.

Schedule

Person or Organization	Job Description
Any person or organization for whom the named Insured has agreed by written contract to furnish this waiver	Blanket Waiver of Subrogation

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

Countersigned and Issued at San Francisco June 30, 2025

2572 Authorized Representative President and CEO SF – END

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and BARR & CLARK, INC., a California corporation ("Consultant"), is effective as of the ___ day of November, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated February 19, 2025 ("Agreement"), whereby Consultant agreed to perform lead based paint inspection and risk assessment services for certain residential dwelling units involved in City's housing rehabilitation programs for a not-to-exceed Contract Sum of $30,000.00 for a three year term expiring February 18, 2028, with two one-year options to extend.

B. On August 7, 2025, the Parties entered into an amendment to the Agreement to increase the Contract Sum by $30,000.00, from $30,000.00 to $60,000.00 ("Amendment No. 1"), due to additional testing requested by HUD.

C. The City seeks to exercise its two one-year options to extend thereby extending the Term to February 18, 2030. Additionally, City staff has discovered that the pace of Services needed far exceeds what was anticipated and as a result, has assessed that $60,000.00 per year is needed in order to compensate Consultant for Services provided. As a result, the Parties seek to increase the Contract Sum from $60,000.00 to $300,000.00 for the five-year Term.

D. The Agreement is part of City's efforts under the Neighborhood Pride Program which is funded utilizing CDBG funds. Because there exists some uncertainty surrounding the City's ability to continue to receive future federal funding, the Parties acknowledge that funding under this Agreement is and will remain subject to program availability.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Three Hundred*** ~~Sixty~~ Thousand Dollars and Zero Cents (***$300,000.00***~~$60,000.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ~~In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by $10,000.00 for each Extension Term.~~"

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 ***five***~~three~~ (***5***~~3~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ~~The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is the same pricing listed in Exhibit "C."~~"

C. Section 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 ***$300,000.00*** ~~$60,000.00~~ as provided in Section 2.1 of this Agreement."

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

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement and Amendment No. 1, as amended by this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. 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.

7. 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.

8. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Barr & Clark, Inc. a California corporation

By:_____
Name: Matthew Crochet
Title: President/Secretary

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

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

Subject: CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC, FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES (CITY COUNCIL)

I. SUMMARY

This item recommends that the City Council award a Contract Services Agreement to Kiley & Associates, LLC for federal legislative advocacy services, pursuant to a competitive proposal process. The proposed contract is for a five-year term beginning January 29, 2026, and ending January 29, 2031 (unless terminated earlier in accordance with the termination provisions of the contract).

Approval of the recommendation (Recommendation Items 1–2, below) would approve the proposed Contract Services Agreement with Kiley & Associates, LLC for federal legislative advocacy services at a flat monthly fee of $5,285, totaling $63,420 annually. Over the five-year term, the total not-to-exceed amount would be $317,100 (see Exhibit No. 1).

Kiley & Associates, LLC has provided federal legislative advocacy services to the City of Carson since January 2021, following a competitive proposal process conducted in 2020. Their current five-year contract is set to expire on January 29, 2026.

On August 19, 2025, City staff issued a Request for Proposals (RFP) for continued federal legislative advocacy services. Four proposals were received and evaluated. Based on the scoring criteria set forth in the RFP (Exhibit No. 2) pursuant to CMC 2611(c) (Professional Services Procurement), Kiley & Associates, LLC was identified as the highest-ranking proposer. Staff now recommends awarding the new five-year contract to Kiley & Associates, LLC.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Contract Services Agreement with Kiley & Associates, LLC for federal legislative advocacy services for a five-year term, for a not-to-exceed Contract Sum of $63,420 annually, or $317,100 for the five-year term (Exhibit No. 1; the Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

On August 19, 2025, City staff issued a Request for Proposals (RFP) for continued federal legislative advocacy services. Four proposals were received and evaluated by a staff panel based on the scoring criteria set forth in the RFP (Exhibit No. 2). The proposal from Kiley & Associates, LLC (Exhibit No. 3) received the highest overall score. A summary of the average evaluation scores for all four proposals is provided below.

- Atlas Advocacy, LLC - 83
- Bluewater Strategies - 60
- Kiley & Associates, LLC - **87**
- Summit Strategies Government Affairs - 83

As outlined in their proposal and the proposed contract, Kiley & Associates, LLC will continue to work closely with the City of Carson to develop and implement the City's federal legislative priorities. Their scope of work includes advocacy and outreach, pursuit of federal funding opportunities, administrative support, and bill tracking and monitoring.

Examples of the firm's past and present performance in support of Carson include:

- Helped Carson secure a $ 2 million dollar state earmark for the reconstruction of Lomita Boulevard.
- Worked with the City to secure a $2 million federal earmark to install solar panels at Veterans Park.
- Provided guidance and counsel to City Staff, the Mayor and City Council on various matters related to infrastructure funding for various city projects, including updates on federal policy and federal grant opportunities.
- Planned high level meetings for the Mayor when she visited Washington, D.C. with the White House, House Appropriations Committee, United Senators and other key stakeholders.
- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.
- Coordinated meetings between Carson Council members, the Federal Aviation Administration, and the Long Beach Airport regarding noise complaints from residents.
- Facilitated meetings with the Federal Emergency Management Agency and the United States Treasury to ensure Carson was receiving their fair share of the of municipal funding from the American Rescue Plan.
- Renewed the City's relationship with United States Senator Alex Padilla and Senator Adam Schiff and helped the City apply for earmarks with the Senate offices, which they both sent to the Senate Appropriations Committee for further consideration.
- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which provided them up to $50 per month towards broadband service for eligible households and a one-time discount of up to $100 to purchase a computer or tablet.
- At the request of the City, approached the U.S. Postal Service in Washington, DC to investigate long running postal problems within the City of Carson with a goal to improve mail service for Carson residents.
- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City owned buildings.
- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the odor problem at the Dominguez Channel.
- Currently working with the White House on important housing related matters for the City.

If the City Council approves the proposed contract with Kiley & Associates, LLC, the firm will continue its partnership with the City of Carson by providing the following services:

- Continuing to raise the City of Carson's profile with the California Federal House and Senate delegation, Federal Agencies, and the White House.
- Tracking all federal bills that impact the City of Carson, including when an important bill is being heard in committee, Kiley & Associates, LLC will have their staff in the committee room and can provide testimony and

meet in the offices of the committee staff and Members to advocate the City of Carson's positions.
- Continuing to provide the City of Carson with a regular written report of legislative activity.
- In Washington, D.C., actively monitoring bills and actions that impact the City of Carson and providing updates as soon as Congressional Leadership and the White House act.
- Annually reviewing and working with City staff to ensure the legislative goals of the City and Council are met.
- Being transparent, ethical and customer service oriented.
- Striving to protect the City of Carson interests by changing laws or federal/state regulations as necessary.
- Coordinating with the City's senior staff to identify and refine the City of Carson's top project and policy priorities for their legislative agenda (i.e. securing federal funding for roadway projects, park projects, tourism, and policymaking).
- Targeting key allies and influential lawmakers, Congressional committees, White House policy makers and State leaders.
- Regularly updating the City of Carson on grant opportunities and issues that are pertinent to the City's legislative priorities.
- Coordinating with the City to engage on the Federal Community Project Funding process.
- Representing the City of Carson at Congressional and Executive Branch meetings and hearings in both Washington, D.C.
- Helping track federal, state and county issues that will impact the City of Carson.
- Coordinating an annual trip for the City of Carson's elected officials and staff to Washington, D.C. to meet with and/or brief the Congressional delegation, White House officials, and key staff in the federal agencies.
- Helping with issues that have a federal nexus, which include providing comments on regulations; connecting local officials to federal agency professionals; and providing our expertise on funding programs, grant applications, and other legislative and agency opportunities.
- Engaging regularly with coalitions such as the National League of Cities, the United States Conference of Mayors on behalf of the City of Carson, and assisting with the California Contract Cities Association and the League of California Cities on issues when there is a federal overlap.
- Helping the City prepare, problem solve and advocate for funding related to the 2028 Olympics.
- Ensuring the City continues their positive relationship with State Assemblymember Josh Lownethal with our unique and close relationship with the Assemblyman and his staff.

Procurement Standard

Carson Municipal Code (CMC) Section 2611(c) provides that the procurement of professional services shall be based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price, after notice to a number of potential offerors adequate to permit reasonable competition consistent with the nature and requirements of the procurement. The proposed services are professional services, so the award is required to be made in accordance with CMC Section 2611(c). The proposed award of the contract to Kiley & Associates, LLC is consistent with this procurement standard.

V. FISCAL IMPACT

If the City Council approves the proposed contract with Kiley & Associates, LLC, the fiscal impact would be $63,420 annually, totaling $317,100 over the full 5-year contract period. Funding for this agreement would be allocated from the City Manager's Office budget for professional services, under Budget Code 101-50-501-100-6004.

VI. EXHIBITS

1. Proposed Contract Services Agreement with Kiley & Associates, LLC
2. Request for Proposals 25-038
3. Proposal Submitted by Kiley & Associates, LLC

Attachments

Proposed Contract Services Agreement with Kiley & Associates, LLC

Request for Proposals 25-038

Proposal Submitted by Kiley & Associates, LLC

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

KILEY & ASSOCIATES, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
KILEY & ASSOCIATES, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 202_ by and between the CITY OF CARSON, a California municipal corporation ("City") and KILEY & ASSOCIATES, LLC, a Delaware limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's 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 **Sixty-Three Thousand Four Hundred Twenty Dollars ($63,420)** per contract year or **Three Hundred Seventeen Thousand One Hundred Dollars ($317,100)** total for the five-year term of the Agreement (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall commence on January 29, 2026, and continue in full force and effect for five (5) years until January 29, 2031.

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:

Jayson Braude	Project Manager / Chief Counsel
(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 Michael George, Government Affairs Officer, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed by the City therefor.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

KILEY & ASSOCIATES, LLC, a Delaware limited liability company

By:_____
Name: Gregory T. Kiley
Title: President

Address: 636 North Carolina Ave SE

Washington, D.C., 20003

Any one of the following will satisfy City's signature requirements pursuant to the Corporations Code: (1) 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. (2) Signatures required from two managers unless the LLC is managed by one manager per its articles of organization in which case only one signature from that manager is required. (3) One signature required from any member unless the LLC is manager-managed per its articles of organization. (4) One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

WITNESS my hand and official seal.

Signature: _____

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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

General Description: Provide (i) comprehensive/full-service federal legislative advocacy services and (ii) grants and federal earmark support services including strategic guidance in identifying and pursuing federal funding opportunities, as more particularly detailed below.

A. Legislative Advocacy Services

1. Advance the City's adopted legislative platform and advise on its periodic updates.

2. Monitor and analyze proposed and existing federal legislation, regulations, and executive actions that may impact the City throughout their development and implementation.

3. Advocate for the City's interests to Members of Congress, Congressional staff, federal agencies, and the White House.

4. Advise the City on the development of legislative positions and priorities, including emerging issues not yet captured in the existing legislative platform.

5. Represent the City at key federal meetings, hearings, and events, as appropriate.

6. Prepare and transmit draft letters of support or opposition for federal legislation or regulatory actions on behalf of the City pertaining to legislative matters of interest to the City, with final transmittals handled internally by City.

7. Conduct outreach and schedule meetings on behalf of City officials with relevant federal decision-makers and agency staff.

8. Annual Washington, D.C. trip coordination and planning for City officials and staff, including scheduling briefings and meetings with congressional offices and federal agencies.

B. Grants and Federal Earmark Support Services

1. Provide strategic guidance – not direct grant writing – to support the City Manager's Office and relevant City departments to identify federal earmark and grant opportunities aligned with the City's needs.

2. Coordinate with congressional offices and federal agencies to help position the City's projects for funding consideration.

3. Assist in the strategic framing of initiatives for funding success, such as scope and alignment with federal priorities, especially in the context of earmarks process.

4. Collaborate with the City's grant writing firm and City staff to ensure alignment of efforts and support of advocacy strategies.

5. Provide guidance and coordination for letters of support, coalition-building efforts, and other strategic activities related to federal funding.

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

A. Draft letters of opposition or support for federal legislation or regulations; other relevant tasks/items/documents pursuant to Section I.

B. See Section III.

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. Weekly email briefings with key updates and recommended action items.

B. End-of-month written reports summarizing legislative developments, advocacy activities, grant opportunities, and key issues affecting the City.

C. Bi-weekly conference calls with City Staff, as requested.

D. Monthly in-person or virtual meetings with City Staff, as requested or recommended.

E. Written summaries and presentation for City Council meetings, as requested.

F. Secure and coordinate in-person or virtual meetings between City officials and relevant federal agency or congressional staff, including during the City's annual Washington, D.C. trip.

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. Gregory Kiley – President

B. Kimberly VanWyhe – Vice President

C. Jayson Braude – Project Manager / Chief Counsel

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Subsection (c) (Automative Insurance) of Section 5.1 (Insurance Coverages) is hereby amended to read as follows:

"(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. ***Consultant represents and warrants to City that Consultant does not and will not own any automobiles.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform all Services for a flat monthly fee of $5,285 throughout the term of this Agreement.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include (to the extent applicable):

A. Line items for all personnel describing the Services performed and the applicable monthly rate.

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

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

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

III. The total compensation for the Services shall not exceed $317,100 over the five-year term of the Agreement, or $63,420 annually, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform the Services continuously on an ongoing basis throughout the term of this Agreement, subject to City's written notice to proceed pursuant to Section 3.2.

II. Consultant shall deliver the following tangible work products to the City by the following dates, unless otherwise approved by the Contract Officer.

A. Email reports to City Staff per Exhibit A, Section III(A) – weekly.

B. Monthly reports per Exhibit A, Section III(B) – end of each month.

C. Standing conference calls with City staff per Exhibit A, Section III(C) – biweekly.

D. Meetings with City staff per Exhibit A, Section III(D) – monthly.

E. Submission of written reports to City's elected officials and presentation of such reports at City Council meetings per Exhibit A, III(E) – as requested by the Contract Officer or City Council.

F. Letters of Opposition and Support, other relevant tasks/items/documents pursuant to Section I of Exhibit A – as deemed necessary by Consultant, subject to Contract Officer direction/approval where applicable, and as requested by the Contract Officer.

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

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #25-038

Notice is hereby given that the Purchasing Manager is seeking proposals for:

FEDERAL LEGISLATIVE ADVOCACY AND GRANT SUPPORT SERVICES

ISSUE DATE:	**08/19/2025**
Q&A DEADLINE:	**09/04/2025 by 9:00AM**
RFP DEADLINE:	**09/18/25 by 9:00AM**

Register as a vendor and submit electronic responses via PlanetBids:

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

No late responses will be accepted. Any 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.

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

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson, located in Los Angeles County, California, is soliciting proposals from experienced and qualified consulting firms to provide comprehensive federal legislative advocacy services. The selected firm will serve as the City's representative in Washington, D.C., actively advancing the City's federal legislative and funding priorities.

The City seeks a consultant with a demonstrated track record of effective municipal representation, established relationships with federal stakeholders, and a deep understanding of the federal legislative and appropriations processes. The ultimate objective is to strengthen the City's presence at the federal level and secure funding and policy outcomes that benefit the Carson community.

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—the Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered here have received regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

B. GENERAL RFP POLICIES

The City of Carson reserves the right to modify this Request for Proposals (RFP) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this RFP.

Proposals must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Proposals may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and proposals are opened by the Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract shall exist unless and until the City Council formally awards a contract and full execution has occurred. If awarded, the contract is anticipated to be executed within approximately ninety (90) calendar days following the proposal due date.

Unless otherwise stated, all proposal documents must be submitted in PDF format. It is the sole responsibility of the proposer to ensure that all documents are properly formatted, complete, and successfully uploaded to the City's online bid system. Incomplete, corrupted, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document upload,

password reset, bid confirmation), proposers must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through PlanetBids by the deadline specified in the RFP. Direct contact with City personnel or elected officials regarding this RFP is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Proposers are solely responsible for ensuring timely submission. Late proposals will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only proposals with a verified timestamp will be considered.

This RFP does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids portal and select the "Withdraw" option.

C. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload your documents into PlanetBids prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed nonresponsive. All proposals shall include the following, at minimum:

1. Required Proposal Sections (Maximum 20 pages)

- ☐ **Cover Letter and Company Profile** – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact name, phone number, email, and mailing address shall also be included.
- ☐ **Proposer Qualifications** – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ **Key Staff and Team** – identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ **Project Understanding** – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ **Project Approach and Work Plan** – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Services.
- ☐ **Subcontractor List (if applicable)** – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.

- The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. Cost File – Attached as **Exhibit C**

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided by the City (Exhibit C)
- Entered directly into the PlanetBids system as line items.

Failure to complete both steps may result in your bid being deemed non-responsive.

- Bidder shall provide everything necessary, at their own expense, to deliver the required products and services. This includes, but is not limited to, labor, preparation work, materials, supplies, parts, tools, and equipment. The lump sum bid price must encompass all necessary materials, labor, and fees required to fulfill the contract obligations.
- All permits, licenses, and fees must be obtained and paid for solely by the awarded Bidder.
- The City is exempt from federal taxes; therefore, federal taxes must **not** be included in the bid price. However, the City is required to pay applicable sales tax on purchases, which must be included as a **separate line item** within the total bid price.
- The following additional charges will **not** be allowed under this contract: fuel surcharges, mileage rates, fines, entertainment, advertising, or any other costs deemed inappropriate for reimbursement with public funds.

3. Required General Attachments attached as **Exhibit A** – (Not included in the 20-page proposal limit)

☐ **Bidder/Proposer Affidavit**
☐ **Affidavit of Non-Collusion and Non-Discrimination**
☐ **Affidavit of Non-Federal Lobbyist Requirement**
☐ **Debarment and Suspension Certification**
☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in Section 5.1 of the City's Form Contract **(Attached as Exhibit B)**
☐ **Client Reference List**
☐ **W9**
☐ **Modifications to the City's Form Contract (Attached as Exhibit B)**

- Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another proposer.

D. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, **must be included at the time of proposal submission.** Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer. It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Josilla Togiola, Purchasing Manager	jtogiola@carsonca.gov, (310) 952-1758

E. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements:

☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.

☐ Commitment to City Values: The proposer is expected to align with the City of Carson's core values, including equity, integrity, innovation, and community engagement.

☐ Compliance with Local Business Requirements: The proposer must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of proposal submission.

☐ **PRE-PROPOSAL MEETING**

F. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the proposer to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The proposer shall include any associated labor costs accordingly in their proposal.

Proposers must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Pursuant to California Labor Code Section 1771, certain types of work, including but not limited to maintenance, installation, repair, or construction, may be considered public works and therefore subject to prevailing wage requirements as established by the DIR for the locality in which the work is performed, for each craft, classification, or type of worker required.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr

If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirements, including but not limited to:

- Paying not less than the applicable prevailing wage rates;
- Submitting certified payroll records to the DIR via the online portal;
- Complying with all DIR and Labor Code requirements regarding public works projects.

Failure to comply with prevailing wage requirements may result in penalties, withholding of payments, or contract termination.

G. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the response to all provisions of the RFP.
The award, unless proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2611(c) (Professional Services Procurement) and shall be based on satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

An evaluation panel, consisting of City staff and members selected by City staff, will review and evaluate all responsive main submittals received by the submittal date as set forth in this RFP, or as amended by addenda, and the main submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented.

The City will use the following criteria to evaluate proposals:

Criteria		Maximum Points
A.	Relevant experience and Qualifications.	30
B.	Understanding of Scope and Approach	25
C.	Quality of Past Work and References	20
D.	Key Personnel Expertise	15
E.	Cost Proposal	10
Total Points Possible		100

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal or allow for the correction of errors and/or omissions; (3) Conduct qualification interviews with highest ranked proposer(s) prior to a final selection; (4) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (5) Disregard all non-conforming, non-responsive, or conditional proposals; (6) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (7) Award a contract based solely on the submittal; (8) Select the proposal that will best meet the needs of the City; (9) Request clarification of any proposal; (10) Negotiate the Contract Services Agreement terms with tentatively selected proposer(s); and (11) Modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

SCOPE OF SERVICES
RFP 25-038
FEDERAL LEGISLATIVE ADVOCACY AND GRANT SUPPORT SERVICES

BACKGROUND

The City of Carson, located in Los Angeles County, California, is seeking proposals from qualified consulting firms to provide professional legislative advocacy services at the Federal level. This includes representing the City's interests before Congress, federal agencies and staff, and other decision-making bodies in Washington, D.C., as well as assisting with federal grant opportunities and legislative analysis.

The City of Carson aims to main and strengthen its presence and influence in the federal legislative process for the benefit of our residents and businesses. This RFP seeks a consultant with demonstrated experience in government affairs, strategic planning, and coalition building, with the demonstrated ability to advocate effectively for municipal interests and help secure Federal earmarks and other grant funding for Carson.

The City has a previously adopted Legislative Platform that outlines its current priorities, attached as Appendix A. The consultant will be expected to use the platform to guide its advocacy efforts, while also supporting the City in identifying emerging federal priorities, issues, and opportunities that align with City goals.

CONTRACT TERM

The anticipated contract term is five (5) years, beginning January 2026.

PROJECT BUDGET

The City's current contract averages $60,000 per year (totaling approximately $300,000 over five years). The City anticipates maintaining a similar annual budget, subject to available funding and scope of work, with only minimal annual variations expected.

SCOPE OF SERVICES

I. Legislative Advocacy Services

The selected consultant will be responsible for providing full-service federal legislative advocacy, including but not limited to:

- Advancing the City's adopted legislative platform and advising on its periodic updates.
- Monitoring and analyzing proposed and enacted federal legislation, regulations, and executive actions that may impact Carson.
- Advocating on behalf of the City to Members of Congress, congressional staff, federal agencies, and White House officials.
- Advising the City on developing legislative positions, including emerging issues not yet captured in the existing legislative platform.
- Representing the City at key federal meetings, hearings, and events, as appropriate.
- Preparing draft letters of support or opposition for federal legislation or regulatory actions, with final transmittals handled internally.
- Conducting outreach and scheduling meetings on behalf of City officials with relevant federal decision-makers and agency staff.
- Planning and coordinating annual advocacy trips to Washington, D.C., for City officials and staff, including scheduling briefings and meetings with congressional offices and federal agencies.

II. Grants and Federal Earmark Support Services

The selected consultant will provide strategic guidance—not direct grant writing—to support the City in identifying and pursuing federal funding opportunities:

- Support the City Manager's Office and relevant City departments in identifying federal earmark and grant opportunities aligned with departmental and citywide needs.

- Coordinate with congressional offices and federal agencies to help position the City's projects for funding consideration.
- Assist in the strategic framing of initiatives for funding success (e.g., scope, alignment with federal priorities), especially in the context of the earmarks process.
- Collaborate with the City's contracted grant writing firm and internal staff to ensure alignment of efforts and to support advocacy strategies.
- Provide guidance and coordination for letters of support, coalition-building efforts, and other strategic activities related to federal funding.

The consultant will report to the City Manager's Office (CMO) and coordinate closely with other City departments through the CMO on an as-needed basis.

DELIVERABLES AND WORK PRODUCTS

The selected consultant will be expected to provide the following deliverables and services throughout the contract term:

- Draft letters of opposition or support regarding federal legislation or regulations.
- Weekly email briefings with key updates and recommended action items.
- Monthly written reports summarizing legislative developments, advocacy activities, grant opportunities, and key issues affecting the City.
- Bi-weekly conference calls with City staff, as requested.
- Monthly in-person or virtual meetings with City staff, as requested or recommended.
- Written summaries and presentations for City Council meetings, as requested.
- Secure and coordinate in-person or virtual meetings between City officials and relevant federal agency or congressional staff, including during the City's annual Washington, D.C. trip.

REVIEW AND ACCEPTANCE

All work products are subject to City review and must be revised at no additional cost until deemed satisfactory.

APPENDIX A

Legislative Platform

Adopted by City Council on August 3, 2021

Purpose Statement

The Carson City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. and also to advocate for grant funding to the City of Carson. The Legislative Platform provides a framework for the City of Carson's legislative agenda. The Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff. The Legislative Platform shall be reviewed and adopted annually or whenever the City Council changes, whichever occurs first, in order to reflect the City Council's mission, vision, and priorities.

City Council Mission, Vision, and Priorities:

In March 2021 the City Council adopted the following Mission and Vision for the City of Carson.

Mission

"To serve and enhance the quality of life of residents and businesses through engagement and the efficient delivery of exceptional services."

Vision

"Carson: a thriving, diverse, destination city – a great place to live, work and play with an unlimited future."

The City Council also adopted the below Priorities with the top 4 listed first

- **Quality of Life Improvements (infrastructure, maintenance, and beautification)**

- **Economic Development / Making progress on development that provides community benefits in the long term**
- **Governance Policies pertaining to Districts in the City**
- **Public Safety**
- Advocacy for funds from county, state, and federal government
- Maintain quality City programs and services
- Housing
- Increased outreach and information to the community

Legislative Program

The primary objective of adopting the Legislative Platform is to set the foundation for the City Council to adopt official city positions on clearly stated legislative issues that are consistent with the City's mission, vision, and priorities. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, input from the Legislative Ad Hoc Committee, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies (see below), input from staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters with the authorization of the City Council. City Council's adoption of this platform authorizes the City's active participation to influence state and federal decision-making on legislative, administrative, regulatory and funding issues and to support judicial advocacy consistent with the City's priorities. Using this document as a guide, the City will adopt positions on specific legislation, regulations and budget proposals, and respond to requests for support when the outcome of a pending lawsuit is likely to significantly affect a City priority.

Legislative priorities typically only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services. Items not addressed in the City's Legislative Platform may require further direction from the City Council.

Organizations whose legislative programs the City follows:

Federal

- U.S. Conference of Mayors
- National League of Cities

State of California

- California Contract Cities Association
- League of California Cities

Regional

- South Bay Cities Council of Governments
- Clean Power Alliance of Southern California and Clean Power Alliance (CPA)
- Los Angeles County Sanitation Districts
- Los Angeles County Sheriff's Department
- County of Los Angeles Public Library Commission
- South Bay Workforce Investment Board
- West Basin Water Association
- Southern California Association of Governments
- Greater Los Angeles County Vector Control District
- L.A. County City Selection Committee
- Metropolitan Transportation Authority

Legislative Program Goals and Strategies:

1. Advocate the City's legislative interests at the Federal, State and County levels.
2. Seek grant and funding assistance for City projects, services and programs to enhance services for the community.
3. Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
4. Support the City's ability to serve as an active participant with other local governments, the League of California Cities, regional agencies such as California Contract Cities Association, the South Bay Cities Council of Governments, and other local professional organizations on legislative/regulatory issues that are important to the City and our region.

Strategies:

I. Seek federal, state and county funding through earmarks, grants and other discretionary funding for City projects, services and programs.
    a. Identify City projects for potential submittal for federal earmark consideration. Develop a submittal packet for legislators that provides funding need and project information as appropriate.
    b. Provide information to City departments on potential grant funding opportunities and recognition programs.
    c. Advocate and request letters of support for City projects and grant applications that are being considered for federal, state and county funding.

II. Communicate legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations.
    a. Work with City departments and our legislative advocates to develop positions on proposed legislative measures.
    b. City staff will review the positions and analysis done by the League of California Cities, our legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.
    c. The City will take positions only on proposals that clearly impact the City or pose a threat to local control.
    d. Actively track key bills through the legislative process, utilizing the City's advocacy services, various legislative websites and other government and professional associations.
    e. Work cooperatively with other cities, associations and the League of California Cities on advocating our legislative positions.
    f. As necessary, participate in the drafting and amending of proposed federal and state measures that have the potential to significantly impact the City.
    g. Meet with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance and City programs and services.

III. Share information with the City Council, staff and the community on legislative issues.
    a. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
    b. Provide updates on legislative issues to the Council and departments throughout the year.
    c. Educate the community in the City's advocacy efforts on legislative issues and funding requests.

2021 LEGISLATIVE PLATFORM

I. Infrastructure
    a. Support legislation that provides adequate and consistent funding to support acquisition, development, operation and maintenance of recreation services and facilities.
    b. Support legislation that provides ongoing and sustainable transportation infrastructure funding.
    c. Support legislation that appropriates state funds to local and regional projects for transportation projects, including funds for the preservation and maintenance of streets and roads.
    d. Support legislation that provides funding for water, wastewater, and storm water infrastructure; flood prevention, water resources planning and development; and water quality improvement.

e. Support development of reasonable policies, strategies and programs to protect the environment, reduce greenhouse gas emissions, increase energy efficiency and increase the use of alternative/renewable energy sources.
f. Support legislation that allocates cap and trade auction revenue to local governments.
g. Support legislation that bridges the digital divide as equitable access to information and communication technologies are becoming increasingly essential for everyday life.
h. Support legislation and park bond measures that provide per capita grants to local governments to fund parks and capital improvements, as well as recreation programs that enhance the quality of life for Carson residents.
i. Support legislation that provides funding for the rehabilitation, development, and capital improvements of local parks and community facilities.
j. Oppose unnecessary modifications to the Los Angeles County Flood Control conveyance system, including the Los Angeles River, smaller channels, creeks, and waterways that could require property owners to purchase federal flood insurance.
k. Oppose Federal Emergency Management Agency (FEMA) flood insurance reforms to require properties in residual risk areas, those protected by dams or levees, to purchase flood insurance even when the man-made structures are certified to provide at least 100-year protection.
l. Oppose legislation to establish a public goods charge or other permanent statewide tax on water to fund statewide water solutions.
m. Oppose legislation that directs local transportation funds away from cities.

II. Economic Development and Land Use

a. Support legislation that encourages sustainable economic development for cities to create jobs and improve the economy.
b. Support legislation that strengthens local control for land use and zoning regulations.
c. Support legislation that returns local governments' ability to enact property tax increment financing or other redevelopment tools.
d. Support training and development initiatives and funding that support the collaboration between community partners, including, but not limited to non- profits, school and community college districts and the workforce development board.
e. Support measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
f. Support legislation that will restore funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans and infrastructure improvements.
g. Support legislation preserving the city's interest in telecommunication, broadband and infrastructure operations.
h. Oppose efforts to require additional CEQA review and process requirements that delay projects and increase costs.

III. Public Safety

a. Support legislation and funding that promote enhanced law enforcement services in the community.
b. Support legislation that provides for greater protection to victims of crime and accountability in criminal prosecution and sentencing.
c. Support legislative efforts to address the negative impacts of AB 109, Proposition 47 and Proposition 57 on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.
d. Support legislation that maintains public safety and provides additional tools and resources to address challenges such as homelessness, mental health, and drug rehabilitation.
e. Support legislation that encourages legislators to coordinate and consult closely with law enforcement agencies prior to introducing legislation that affects public safety.
f. Support reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
g. Support programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
h. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.

IV. Local Control

a. Support the provision of municipal services through contracting.
b. Support legislation that preserves and enhances local control.
c. Oppose preemption of local authority whether by county, state or federal legislation or ballot measures.

V. Municipal Finance

a. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted or otherwise used to fund state government operations and responsibilities.
b. Support legislation that allows cities to collect their "fair share" of sales tax allocation on internet, electronic commerce platforms or other remote transactions.
c. Support legislation that reforms the local government financing structure to create long term stability for public services, facilities and future city growth.
d. Support continued funding for the cities' Community Development Block Grant program and other grant-funded programs.
e. Oppose legislation that would impose State mandated costs for which there is no guarantee or realistic expectation of local reimbursement or offsetting benefits.
f. Oppose legislation that would preempt or reduce local discretion over locally-imposed taxes.

g. Oppose legislation that changes the sales or property tax collection methods or formulas that would result in less overall tax revenue to local governments.
h. Oppose legislation that threatens a local government's right to receive compensation for use of its public right of way.
i. Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

VI. Housing and Homelessness

a. Support legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities. This is critically important as the State attempts to address the housing crisis.
b. Support legislation that provides flexibility, support and resources to cities to assist with the development of affordable housing options and programs for all income levels in the community.
c. Support incentives for cities to create regional and collaborative solutions to address homelessness.
d. Support the expansion of conservatorship laws allowing for increased guardianship control and health supervision of those suffering from mental illness; and recognizes mental illness and addiction as a contributor to chronic homelessness.
e. Support legislation and funding from the county, state and federal government for expanded outreach teams in collaboration with law enforcement, first responders, and the county's health and mental health departments for those affected by homelessness and mental health issues.
f. Support direct Measure H funding on an annual basis for cities like Carson that are required to contribute additional sales tax.
g. Oppose legislation that seeks to convert the Regional Housing Needs Assessment process from a planning process to a production standard.
h. Oppose efforts and legislation that propose to limit public engagement, design and environmental review related to housing projects.
i. Oppose legislation that would remove local control, allow for irresponsible housing development and interfere with protection of established residential neighborhoods.
j. Support and pursue the repeal of state laws that affect local control on housing and land use.

VII. General Government

a. Support legislation that preserves public, educational and government (PEG) television channel funding and programming support by video service providers, such as: payments to local government of franchise fees and PEG fees.
b. Support reasonable reform of local government pension systems that is respectful of local control and local collective bargaining processes.
c. Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
d. Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.

e. Oppose legislation that usurps local government's authority to restrict or regulate the sale, manufacture and use of alcohol, medical marijuana dispensaries, collectives and cooperatives, and recreational marijuana dispensaries or other distribution points.
f. Support legislation for cities to maintain local services and provide relief to local residents and businesses, including shoring up funding for the decline in sales tax revenue and providing flexibility on funding for cities to continue to provide services.
g. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.

VIII. Social Justice and Equity

a. Support legislation and funding that provides residents with equitable access to City programs and services.
b. Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination and social justice to promote education, understanding, expanded opportunity and acceptance between diverse groups in the community, making Carson a welcoming place for everyone.

EXHIBIT A

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐Board Resolution

☐Corporate or Business Professions Code

IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

I hereby swear (or affirm) under the penalty of perjury:

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 an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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 or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name 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 civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 202__ ("RFP"/"IFB"/"RFQ"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

[PLEASE CHECK ALL THAT APPLY]

____ General Liability

____ Automobile Liability

____ Worker's Compensation

____ Professional Liability

____ Pollution Liability

Other Insurance Provisions:

____ Cyber Liability

____ Crime Insurance

____ Bonds

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

Signature Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B

*for reference only.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
_____

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 _____, _____ ("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 _____ Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) 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:

_____

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____
_____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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Signature: _____

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CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

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

A.

B.

C.

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

EXHIBIT C

EXHIBIT C: COST FILE
RFP 25-038
FEDERAL LEGISLATIVE ADVOCACY AND GRANT SUPPORT SERVICES

Important: This Pricing Sheet must be completed in full and submitted as a separate attachment through PlanetBids, in addition to entering all pricing line items directly into the PlanetBids system. Failure to submit this completed form as a separate file and to enter pricing in PlanetBids may result in disqualification.

- All prices must include applicable sales tax, delivery fees, and any other associated costs unless otherwise specified.
- Pricing must be submitted for all five (5) years of the contract term. If pricing is unchanged for any year, indicate "Same" or repeat the prior year's price.

Section 1: Hourly Rate Schedule – List the appropriate personnel titles/classifications required to complete the scope of services and their hourly rates for the entire term of the agreement.

Personnel Title	Hourly Rates				
	Year 1	Year 2	Year 3	Year 4	Year 5
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$
	$	$	$	$	$

Section 2: Annual and Total Not-to-Exceed (NTE) Amount – Propose a breakdown of your anticipated total annual billing and the total NTE amount for the entire 5-year term of the agreement.

Contract Year	Estimated Annual NTE
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Total NTE	$

Section 3: Optional: Additional Fees – Include anticipated additional fees, if any.

Description	Rate
	$
	$
	$
	$
	$
	$

By signing below, I certify that I am an authorized representative of the company listed below and that the prices provided herein are accurate and valid for a minimum of 90 days from the proposal due date. I further acknowledge that all pricing submitted via this form is complete and binding, and that I have read and understood all requirements of this RFP.

Company Name: _____

Authorized Representative (Print Name): _____

Title: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

CITY OF CARSON

REQUEST FOR PROPOSAL #25-038
FEDERAL LEGISATIVE ADVOCACY
AND GRANT SUPPORT SERVICES

Submitted by: Kiley & Associates

Table of Contents

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2. Cost File…… Provided Separately****

3. Required General Attachments (Exhibits A&B) … Provided Separately****

Bidder/Proposer Affidavit
Affidavit of Non-Collusion and Non-Discrimination
Affidavit of Non-Federal Lobbyist Requirement
Debarment and Suspension Certification
Acknowledgment of Insurance Endorsements
Client Reference List
W9
Modifications to the City's Form Contract

Kiley & Associates, LLC
636 North Carolina Ave SE
Washington, DC 20003

September 16, 2025

Ms. Josilla Togiola
Purchasing Manager
City of Carson
701 E. Carson Street
Carson, CA 90749

Re: Request for Proposal # 25-038: Federal Legislative Advocacy and Grant Support Services

Dear Ms. Togiola,

Kiley & Associates is pleased to respond to the City of Carson's Request for Proposal #25-038: Federal Legislative Advocacy and Grant Support Services posted August 19, 2025.

Founded in 2009, Kiley & Associates is a Federal legislative advisory and assistance services firm based in Washington, DC.

Kiley & Associates provides legislative advocacy analyses for cities and special districts and delivers strategy from both an industry and government perspective through a solution-driven, tailored approach. We have a proven track record of successful engagement between local government, state and federal entities to achieve community goals. Our firm is extremely confident we meet all qualifications set forth in this RFP. In fact, we have been doing work on behalf of the City of Carson since 2020 and are very familiar with the numerous issues impacting the City. We work very closely with the Offices of Congresswoman Barragan, United States Senator Alex Padilla, United States Senator Adam Schiff, Governor Gavin Newsom and the Trump Administration.

Our core federally-focused team—Gregory Kiley, Jayson Braude and Kimberly VanWyhe—are eager to discuss our capabilities, experience, and ability to continue to support the City of Carson.

We stand ready to answer any questions you may have and look forward to further communications. Please feel free to contact me at (202) 544-6897 or gkiley@kileyassociates.org

Very Respectfully,

Gregory Kiley
President
Kiley & Associates, LLC

1B. Proposer Qualifications

Kiley & Associates is a Limited Liability Corporation based in Washington, DC. We provide federal legislative advocacy services, strategic funding development planning, as well as White House, Congressional and federal government situational awareness. We help our clients identify and develop new opportunities, open doors and plan and implement strategies to secure sustained success. While our main focus is related to federal issues, we have a vast network of contacts across the state of California, including at the county and local levels that sets our firm apart. We are proud that our clients think of us as an integral part of their organization, capable of delivering the services they need when they need them. We often think of our firm as an extension of city staff and an integral part of your Washington, DC team.

We have an established, proven track record of navigating multi-agency, multi-dimensional, complex issues. Recent efforts include work on managing interrelations between municipalities and the federal government, infrastructure funding, the American Rescue Plan guidance, FEMA reimbursements and related natural disaster funding for cities, cyber threats to our nation's infrastructure and electrical grid, environmental risks to public health, and Department of Defense engagement.

Our team has strong ties at the federal level with both the legislative and executive branches. Every member of our team has developed professional working relationships with Republican and Democratic Members of the Senate and House, as well as with their personal staffs, and the staffs of key Senate and House committees. Further, we have key allies within the White House staff and across the Trump-Vance Administration.

Kiley & Associates' size, structure and personalized approach allows us to provide proactive, cost-effective representation to all our clients.

1C. Key Staff and Teams

The overall project management for the City of Carson will be led by Kiley & Associates Chief Counsel, Jayson Braude.

Also joining the team will be: Gregory Kiley, President, Kiley & Associates; and Kimberly VanWyhe, Vice President, Kiley & Associates.

Our team is devoted to making sure our clients are our top priority. We are available to help or answer any questions our clients may have. We do not assign clients to a specific staffer in the firm. Instead, you have access to the firm's full staff at any time. Whenever you and/or your staff requests something from our firm, we get to work on it immediately and report the actions back to you. We will dedicate as many hours as it takes to help the City with any needs that arise. Our client's needs always come first, and we are responsive, often within minutes, over email, text and phone calls.

Our entire team is committed to working with the City of Carson for the duration of the project agreement.

Organizational Structure

Jayson Braude (7 years)	Project Manager/Chief Counsel - Kiley & Associates
Gregory Kiley (16 years)	President - Kiley & Associates
Kim VanWyhe (8 years)	Vice President - Kiley & Associates

Biographies

Gregory T. Kiley–President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC, a Washington, DC-based policy development and advocacy firm. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies (CSIS) among others, focusing on national security and economics. Recent consulting efforts include U.S. Air Force strategic basing decision-making, community relations with the Department of Defense, and interrelations between states and the federal government.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee (SASC). As lead staff for two SASC subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills. Prior to the SASC, Mr. Kiley spent three years as a principal analyst for the National Security Division of the Congressional Budget Office (CBO), concentrating military aviation, logistics and readiness issues.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg lives in Washington, DC with his wife and three daughters.

Jayson J. Braude–Chief Counsel, Kiley & Associates

Jayson Braude is the Chief Counsel to Kiley & Associates. Jayson Braude grew up in the Los Angeles area and is the Grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington, DC.

After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragán in her San Pedro office. Jayson has more than ten years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state, and local agencies.

Jayson is a graduate of the UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, DC.

Kimberly J. VanWyhe–Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management.

Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a DC think tank focusing on economic, domestic, and fiscal policy issues.

Kimberly is also the Policy Director for Building Cyber Security, a non-profit organization leading Cyber Physical standards development, education, certifications and labeling authority, advancing the physical security, safety, and privacy in public and private sectors. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington, DC.

1D. Project Understanding

Kiley & Associates will continue to collaborate with the City of Carson to develop their federal legislative priorities. This includes outreach advocacy, federal funding engagement, administrative services, bill tracking and monitoring.

Some examples of our understanding and past performance with Carson include:

- Helped the City of Carson receive $5,000,000 state earmark for the reconstruction of Lomita Boulevard.

- Worked with the City to secure a $2 million federal earmark to install solar panels at Veterans Park.

- Provided guidance and counsel to City Staff, the Mayor and City Council on various matters related to infrastructure funding for various city projects, including updates on federal policy and federal grant opportunities.

- Planned high level meetings for the Mayor when she visited Washington, DC with the White House, House Appropriations Committee, United Senators and other key stakeholders.

- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.

- Coordinated meetings between Carson Council members, the FAA, and the Long Beach Airport regarding noise complaints from residents.

- Facilitated meetings with FEMA and the United States Treasury to ensure Carson was receiving their fair share of the of municipal funding from the American Rescue Plan.

- Renewed the City's relationship with United States Senator Alex Padilla and Senator Adam Schiff and helped the City apply for earmarks with the Senate offices, which they both sent to the Senate Appropriations Committee for further consideration.

- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which provided them up to $50 per month towards broadband service for eligible households and a one-time discount of up to $100 to purchase a computer or tablet.

- At the request of the City, approached the U.S. Postal Service in Washington, DC to investigate long running postal problems within the City of Carson with a goal to improve mail service for Carson residents.

- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City owned buildings.

- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the odor problem at the Domínguez Channel.

- Currently working with the White House on important Housing related matters for the City.

1E. Project Approach and Work Plan

Our Partnership with the City would include:

- Continuing to raise the City of Carson's profile with the California Federal House and Senate delegation, Federal Agencies, and the White House.

- Tracking all federal bills that impact the City of Carson. Further, as an example when an important bill is being heard in committee, we have our staff in the committee room. If needed, we can provide testimony and meet in the offices of the committee staff and Members to advocate the City of Carson's position.

- We will continue to provide the City of Carson with a regular written report of legislative activity. Further, we regularly provide federal updates as Congress works on issues that impact our clients.

- In Washington, DC, we actively monitor bills and actions that impact the City of Carson. We provide updates as soon as Congressional Leadership and the White House act. This active presence is something we strive for daily to help our clients reach their goals.

- Annual reviewing and working with City staff to ensure the legislative goals of the City and Council are met.

- Being transparent, ethical and customer service oriented. We are proud that clients think of us as an integral part of their business, capable of delivering the services they need when they need them. We often think of our firm as an extension of city staff and an integral part of your Washington, DC team.

- Striving to protect the City of Carson interests by changing laws or federal/state regulations as necessary.

- Coordinating with the City's senior staff to identify and refine the City of Carson's top project and policy priorities for their legislative agenda (i.e. securing federal funding for roadway projects, park projects, tourism, and policymaking).

- Targeting key allies and influential lawmakers, Congressional committees, White House policy makers and State leaders.

- Regularly updating the City of Carson on grant opportunities and issues that are pertinent to the City's legislative priorities.

- Coordinating with the City to engage on the Federal Community Project Funding process.

- Representing the City of Carson at Congressional and Executive Branch meetings and hearings in both Washington, DC.

- Help track federal, state and county issues that will impact the City of Carson.

- Coordinating an annual trip for the City of Carson's elected officials and staff to Washington, DC to meet with and/or brief the Congressional delegation, White House officials, and key staff in the federal agencies.

- Helping with issues that have a federal nexus, which include providing comments on regulations; connecting local officials to federal agency professionals; and providing our expertise on funding programs, grant applications, and other legislative and agency opportunities.

- Engaging regularly with coalitions such as the National League of Cities, the United States Conference of Mayors on behalf of the City of Carson. Also assisting with Contract Cities and the League of California Cities on issues when there is a federal overlap.

- Helping the City prepare, problem solve and advocate for funding related to the 2028 Olympics.

- Ensuring the City continues their positive relationship with Assemblymember Josh Lownethal with our unique and close relationship with the Assemblyman and his staff.

Kiley & Associates will provide written and verbal reports on ongoing activities and priorities important to the City. As part of our annual strategy meeting, we will request senior City staff and department heads to participate in development of the annual strategic plan and priorities.

Our firm will work cooperatively with your management staff, Mayor and City Council to ensure a high level of legislative and administrative success in Washington, DC. Our strategies will vary depending upon the issues as well as Washington, DC's ever-changing political climate.

Whenever city staff requests something from our firm, we get to work immediately and report the actions back to you. Kiley & Associates are sensitive to the differences between clients served and proactively work to ensure conflicts of interest do not arise.

Strategic Relationships

Our Team maintains extensive relationships throughout the California and Washington, DC political and policy worlds. This includes the Trump White House Director of Intergovernmental Affairs Alex Meyer, Congresswoman Barragan's Chief of Staff Liam Forsythe, Governor Gavin Newsom's Director of External Affairs Molly Wiltshire, senior staff of United States Senators Alex Padilla and Adam Schiff in both Washington, DC and in Southern California. We also have a strong working relationship with County of Los Angeles, including Greg Campbell who is the County's Assistant Chief Legislative Representative in Washington, DC. We also have very strong relationships at every federal agency in Washington, DC.

Recent Successes

2023-2025. **City of La Quinta.**

- Helped the City receive at $5 million federal earmark to repave Highway 111.
- Organized multiple meetings with the City and the Army Corps Engineers related to the City's Water Resources Development Act funding authorization.
- Worked with the White House to unfreeze critical transportation funding that was frozen with the U.S. Department of Transportation.
- Facilitated meetings with the Department of Homeland Security related to immigration issues.
- Worked with Congressman Ken Calvert, United States Senator Alex Padilla and Senator Adam Schiff to apply for earmarks relayed to the City's key CIP projects.
- Approached the U.S. Postal Service to help solve issues to the relocation of post office within the City of La Quinta.
- Helped the City of La Quinta receive a $5 million federal earmark from their Congressmember to repave Washington Street, which is currently pending with the House Appropriations Committee.

- Planned high level meetings for the City Manager and Mayor in Washington, DC with the White House, United States Senators and other key stakeholders.

2019-2025. **City of South Gate, California.**

- Developed a federal funding and policy agenda for the Mayor, Council and City department heads. Created federal government agendas and provided federal outreach and funding opportunities. Provide the City with relevant hearing schedules and grant announcements.

- Arranged for City officials to meet with federal officials on the COVID-19 Funeral Assistance program which provided thousands of dollars for families in the City who lost a loved one.

- Provided the City with Congressional and White House updates detailing legislative action in Washington.

- Initiated a dialogue for the City with Union Pacific Railroad regarding trash and homelessness along a neglected rail line.

- Worked with the City to secure earmarks for $1.5 million in road improvements to Garfield Avenue, of which Congresswoman Barragán submitted to the House Committee on Transportation and Infrastructure for approval.

- Worked with South Gate, Los Angeles County Metro, and Congress for millions of dollars in funding for the West Santa Ana Branch light rail line. Started a dialogue between the City and the office of recently appointed United States Senator Alex Padilla.

- Worked with the City and the EPA to keep the South Gate Superfund sites at the forefront of the agencies' federal priorities.

- Worked closely with the City and federal officials after the January 2020 Delta Airlines Fuel Release over Southeast Los Angeles.

  Engaged with the United States Conference of Mayors, providing South Gate a seat at the table for numerous federal decisions.

- Helped the City secure an earmark for $1 million for drinking water improvements.

  Helped the City secure an earmark for $1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

- Helped the City secure an earmark for $1.25 million from the United States Senate for upgrades to the City's Emergency Operations Center.

2020-2025. **City of Lynwood, California.**

- Organized meetings for the City and the Port of Los Angeles regarding the shipping backlog and the supply chain issues currently impacting the region, traffic, and the environment.

- Worked with the U.S. Department of Housing and Urban Development to secure a $1 million dollars award for the City of Lynwood. Worked with the EPA to bring in senior White House officials to the City for a tour and meetings.

- Started an engagement for the Mayor with the United States Conference of Mayors, including outreach to the White House and Congress.

- Worked with Congressional officials and the City to ensure Lynwood is maximizing COVID-19 FEMA reimbursements and implementing American Rescue Plan Act (ARPA) funding for maximum usage.

- Helped the City with numerous matters related to compliance and accounting of the ARPA. Worked with the City to push for Federal legislation that allows for 30% of ARPA recovery funding to be spent on transportation projects or community projects. This legislation allows local officials additional flexibility to spend their own funds and extends the spending deadline by an additional two years.

- Helped the City secure an earmark for $1.3 million that their Congresswoman submitted to the House Appropriations Committee for renovations to the City's Senior Center.

- Helped the City secure Senate earmarks that were signed into law. This includes a Senate earmark for public safety radios and a House earmark for the Lynwood Senior Center.

- Helped the City of Lynwood receive a $1 million federal earmark from the House of Representatives for Lynwood Park, which is currently pending with the House Appropriations Committee.

- Worked with the City to organize key meetings with major Fortune 500 companies and the Lynwood's Department of Economic Development.

Kiley & Associates currently represents 25 California cities and special districts in Washington, DC, assisting with numerous Federal Government issues. Below are our current clients:

South Gate, CA	Carson, CA	Lynwood, CA	Maywood, CA	Lomita, CA
San Juan Bautista, CA	Hollister, CA	Paramount, CA	Jurupa Valley, CA	Coachella, CA
Perris, CA	La Quinta, CA	Lakewood, CA	Patterson, CA	Cerritos, CA

Bishop, CA	Coachella Valley Cemetery District	Chino Valley Fire District	Monte Vista Water District	Resource Conservation District of Tehama County
Rancho Palos Verdes, CA	Artesia, CA	Upland, CA	Crestline Village Water District	Indian Wells, CA

1F. Subcontractor List
Not Applicable

2. Cost File
Pricing proposal provided under separate cover through Planet Bids.

3. Required General Attachments
Eight separate attachment requirements follow.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO.1 TO DELL MARKETING L.P. AGREEMENT FOR MICROSOFT SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT. (CITY COUNCIL)

I. SUMMARY

On August 6, 2024, City Council approved entering into an agreement with Dell Marketing L.P. for Microsoft software licenses, maintenance, and support. The City requires Microsoft software licenses, maintenance, and support for office productivity software for employee computer users and infrastructure, including; Microsoft 365 G3 licenses, Office 365 G1 licenses, Enterprise Mobility and Security licenses, Microsoft Teams, Enterprise E3 licenses for email, archiving, information protection, storage, and Windows Server licenses for the City's servers.

Section 2611(g) of the City's Municipal Code allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, state, or federal public entity or entities.

The County of Riverside is part of a cooperative purchasing program through which it entered into a contract with City's vendor referred to as Riverside County Dell Agreement#PSA-0001524 and Riverside County Master EA#8084445, after engaging in a competitive bidding process, whereby it now receives cloud-based Microsoft 365 licenses at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the County complies with the requirements of Section 2611(g) of the CMC and has therefore waived the formal bidding process, and further, the pricing obtained by the County for Microsoft licenses is likely to be lower than it would be if purchased directly by the City pursuant to the Purchasing Ordinance.

Staff is requesting City Council to consider approval of Contract Amendment No.1 with Dell Marketing L.P. to modify the specific Microsoft software license types and total quantity of Microsoft software licenses, maintenance, and Office 365 services under the Microsoft Riverside County Cooperative Purchasing Program, for a total amount of $920,109.16 over approximately a 3-year term, for a one-time increase of $66,814.00, to increase software licenses and modify license types for the remaining twenty (20) months of the 3-year contract term.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Agreement with DELL MARKETING L.P. to add software licenses, including software maintenance, and software support for $66,814.00, for a total contract amount not to exceed $920,109.16, for a term of 3 years; and

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City requires Microsoft Software Licenses for office productivity software for employee computer users and infrastructure, including; Microsoft 365 G3 licenses, Office 365 G1 licenses, Enterprise Mobility and Security licenses, Microsoft Teams, Enterprise E3 licenses for email, archiving, information protection, storage, and Windows Server licenses for the City's servers.

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 County of Riverside is part of a cooperative purchasing program through which it entered into a contract with City's vendor referred to as Riverside County Dell Agreement#PSA-0001524 and Riverside County Master EA#8084445, after engaging in a competitive bidding process, whereby it now receives cloud-based Microsoft 365 licenses at a significantly discounted rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the County complies with the requirements of Section 2611(g) of the CMC and has therefore waived the formal bidding process, and further, the pricing obtained by the County for Microsoft licenses is likely to be lower than it would be if purchased directly by the City pursuant to the Purchasing Ordinance.

On August 6, 2024, City Council approved the original agreement for total amount not to exceed $853,295.16 for a maximum term of three (3) years.

City operations currently require additional licenses, and an update in license type due to more complex features to accommodate the required user experience for City Staff. Staff is requesting City Council to consider approval of a Contract Amendment No. 1 with Dell Marketing L.P. to modify the specific Microsoft software license types and total quantity of Microsoft software licenses, maintenance, and Office 365 services under the Microsoft Riverside County Cooperative Purchasing Program, for a total amount of $920,109.16 over a 3-year term, with a one-time increased amount of $66,814.00 for the remaining twenty (20) months of the 3-year contract term.

V. FISCAL IMPACT

The cost associated with the 3-year contract amendment with Dell Marketing L.P. is not to exceed the amount of $920,109.16. The City is currently in the second year of the contract term. The contract amendment for software licenses results in an additional one-time cost of $66,814.00, and funds are currently available in the FY2025-26 budget to cover this expense.

Fiscal Year	Amount	Account Number

FY2024-25	$ 0.00	101-54-520-101-6020
FY2025-26	$ 66,814.00	101-54-520-101-6020
FY2026-27	$ 0.00	101-54-520-101-6020
Total	**$ 66,814.00**	101-54-520-101-6020

VI. EXHIBITS

1. Dell Marketing L.P. Contract Amendment No.1
2. Dell Marketing L.P Original Agreement.
3. Dell Marketing L.P. Contract Amendment No.1 Proposal

Attachments

Dell Marketing LP Contract Amendment No. 1.pdf
Dell Marketing Original Agreement.pdf
Dell Marketing Contract Amendment No.1 Proposal.pdf

AMENDMENT NO. 1

TO PARTICIPATION AGREEMENT

THIS AMENDMENT TO THE PARTICPATION AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and DELL MARKETING L.P., a Texas limited partnership ("Contractor"), is effective as of the ___ day of _____, 2025. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Participation Agreement for services dated August 6, 2024 ("Agreement") whereby Contractor agreed to provide certain product licenses under the Microsoft Enterprise Agreement (Master Agreement No. 8084445) and permit the City to become an Enrolled Affiliate under the Licensing Solution Provider Agreement Number PSA-0001524 dated October 22, 2019 for a total not-to-exceed Contract Sum of $853,295.16. The term of the Agreement is set to expire on July 31, 2027.

B. City and Contractor now desire to amend the Agreement to increase the Contract Sum by $66,814.00 for a new total Contract Sum of $920,109.16 to allow the purchase of new licenses (980 P2 licenses which is a change from 980 P1 licenses and 6 Teams Rooms licenses), and the purchase of additional existing licenses (30 G3 licenses and 30 Teams AC with dial out licenses).

C. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

D. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

E. Additionally, Section 2611(i)(16) of the CMC exempts from any solicitation requirement the renewal of software licenses already purchased by the City.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment.

2. **Terms and Definition.** All words, terms, and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 4 (Contract Sum and Licenses) of the Agreement is hereby amended to read in its entirety as follows:

"4. Contract Sum and Licenses.

Subject to any limitations set forth in this Agreement, the total compensation, including reimbursement for actual expenses, shall not exceed ***Nine Hundred Twenty Thousand One Hundred Nine Dollars and Sixteen Cents ($920,109.16)*** ~~Eight Hundred Fifty-Three Thousand, Two-Hundred Ninety-Five Dollars and Sixteen Cents ($853,295.16)~~ (the "Contract Sum"), for grant of certain Microsoft software licenses to City and City's receipt of support in connection therewith, as detailed in the Quotation attached hereto as Exhibit "A" and incorporated herein by this reference, unless additional compensation is approved pursuant to a mutually agreed upon amendment signed by Contract Officer and Contractor, 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. 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."

B. Exhibit "A' of the Agreement is hereby amended to incorporate the quote for new licenses as detailed below:

Dell Customer Confidential

Quotation

Gerard Ear
gerard.ear@dell.com
512.720.3258

Microsoft Enterprise Agreement (EA) 77973893
Customer: City of Carson

Date of Issue: 10/29/2025
Quote Expires: 11/31/2025
Quote Number: CARSON-EP2M365-20

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions

Product Description - Online Services	Mfg#	Quantity	Months	Unit Price	Ext. Price
Entra ID P2 Gov SU Entra ID P1 Per User	MQN-00002	980	20	$2.23	$43,708.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	6	20	$35.05	$4,206.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	30	20	$31.50	$18,900.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	30	20	$0.00	$0.00
Pro-rated assuming a NOV 2025 PO - pays for licenses 12/1/2025 to end of EA on 7/31/2027 20 months prepaid upfront		Total Payment			$66,814.00
Notes:		Total			$66,814.00

Pricing is in accordance with the Riverside County master EA# 8084445
(Riverside County/Dell agreement# PSA-0001524)
Requires Microsoft pricelist approval prior to Dell order submission with PO
980 Entra ID P2 GCC Step up from Entra ID P1 GCC users (Must purchase 30 new M365 G3 users before Step up), 6 new Teams Room Pro GCC Device

4. **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 the Amendment to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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, is currently an effective, valid, and binding obligation.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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.

6. **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.

7. **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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONTRACTOR:

DELL MARKETING, L.P., a Texas limited partnership

By:_____
Name:
Title:

By:_____
Name:
Title:

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

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EXHIBIT NO. 1

Participation Agreement

This Participation Agreement (this "Agreement") is entered into as of the date of last signature by and between the City of Carson, California (the "City") and Dell Marketing L.P. ("Contractor").

WHEREAS, the County of Riverside and Microsoft Corporation are parties to that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"); and

WHEREAS, Contractor and the County of Riverside are parties to that certain Licensing Solution Provider Agreement Number PSA-0001524 dated October 22, 2019 (the "LSPA"); and

WHEREAS, the City wishes to order certain product licenses, receive support, and otherwise participate as an Enrolled Affiliate (as defined in the LSPA), under and in accordance with the terms of the LSPA; and

WHEREAS, Contractor wishes to permit the City to become an Enrolled Affiliate in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LSPA and the Master Agreement. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Enrollment. As a condition to the City's participation as an Enrolled Affiliate under the LSPA, and by its signature of this Agreement, the City agrees to complete the enrollment and comply with and be bound by all terms and conditions set forth in the LSPA and the Master Agreement. Subject to such completion and compliance, the parties agree that the City shall constitute an Enrolled Affiliate. The City represents and warrants that it meets and will continue to meet throughout the term of this Agreement, the definition of "Enrolled Affiliate" set forth in the LSPA and the Master Agreement.

3. Term. The term of this Agreement shall commence on the date of the last signing hereof and will continue through July 31, 2027, unless terminated earlier in accordance with the LSPA or the Master Agreement.

4. Contract Sum and Licenses. Subject to any limitations set forth in this Agreement, the total compensation, including reimbursement for actual expenses, shall not exceed Eight-Hundred Fifty-Three Thousand, Two-Hundred Ninety-Five Dollars and Sixteen Cents **($853,295.16)** (the "Contract Sum"), for grant of certain Microsoft software licenses to City and City's receipt of support in connection therewith, as detailed in the Quotation attached hereto as Exhibit "A" and incorporated herein by this reference, unless additional compensation is approved pursuant to a mutually agreed upon amendment signed by Contract Officer and Contractor, 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. 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.

5. Contract Officer. The Contract Officer shall be Gary Carter, Director of Information Technology and Security. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the Contractor's performance and the

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EXHIBIT NO. 1

Contractor shall refer any decisions which must be made by City to the Contract Officer.

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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.

6. Entire Agreement. This Agreement, the LSPA, and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof any and all agreements and representations between the parties made or dated prior to the date hereof. In the event of any conflict between this Agreement and the LSPA or the Master Agreement, the terms of the LSPA and the Master Agreement shall control. The City shall be bound by the terms of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement, whether or not the City is a signatory thereto or had knowledge or received notice thereof.

7. 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.

(Signatures follow on next page)

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EXHIBIT NO. 1

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of the final signature below.

CITY:

CITY OF CARSON, a municipal corporation

Signed by:
D2D53A4EB7C04A6...

Lula Davis-Holmes, Mayor

Date: August 6, 2024

ATTEST:

K.Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

DELL MARKETING, L.P., a Texas Limited Partnership

By: Katherine Castillo

Name: Katherine Castillo
Title: Paralegal Advisor

By: _____

Name:
Title:
Address: One Dell Way
Mail Stop 8129
Round Rock, TX 78682

Date: August 06, 2024

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

EXHIBIT NO. 1

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Microsoft Enterprise Agreement (EA) (TBD enrollment under 8084445)
Customer: City of Carson

Date of Issue: 8/5/2024
Quote Expires: 8/31/2024
Quote Number: SA-CARSON2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions

Product Description - Online Services	Mfg#	Quantity	Months	Unit Price	Ext. Price
O365 G1 GCC Sub Per User	U4S-00002	650	12	$8.41	$65,598.00
EMS G3 GCC ALng Sub Per User	AAD-32907	650	12	$8.41	$65,598.00
Windows Enterprise E3 ALng Sub Per User	AAA-10787	650	12	$4.93	$38,454.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	300	12	$31.50	$113,400.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	950	12	$0.00	$0.00
Product Description - Perpetual Licenses with Software Assurance	**Mfg#**	**Quantity**		**Unit Price**	**Ext. Price**
Win Server Standard Core ALng Lic/SA 16L	9EM-00265	2		$690.86	$1,381.72
					$0.00

Total Annual Payment	$284,431.72

Notes:
Pricing is in accordance with the Riverside County master EA# 8084445
(Riverside County/Dell agreement# PSA-0001524)

Total Annual Payment Yr 1	$284,431.72
Total Annual Payment Yr 2	$284,431.72
Total Annual Payment Yr 3	$284,431.72
Grand Total (3 years of required payments)	$853,295.16

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Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

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whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

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amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

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conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

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be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Dell Marketing L.P., a Texas corporation

By: Alisson Harrington
Alisson Harrington
Senior Commercial Counsel

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.16

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Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

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Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$425
2	Build Intelligent Agents	Yes	$425
3	Machine Learning	Yes	$425
4	Internet of Things	Yes	$425
5	Globally distributed data	Yes	$425
6	OSS Databases	Yes	$425
7	Cloud Scale Analytics	Yes	$425
8	Data Platform Modernization to Azure	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425
12	Modern Business Intelligence	Yes	$425
	Biz Apps		
1	Customer Service	Yes	$425
2	Field Service	Yes	$425
3	Marketing	Yes	$425
4	Talent	Yes	$425
5	Finance and Operations	Yes	$425
6	Business Central	Yes	$425
7	Power Apps	Yes	$425
8	Power BI	Yes	$425
	Apps and Infrastructure		
1	Azure Stack	Yes	$425
2	High Performance Compute	Yes	$425
3	Cloud Native Apps using Serverless	Yes	$425
4	Modernize Apps	Yes	$425
5	SAP on Azure	No	$425
6	Linux on Azure	Yes	$425
7	Dev Ops	Yes	$425
8	Business Continuity & Disaster Recovery	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425

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Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$425
2	Security	Yes	$425
3	GDPR & Compliance	Yes	$425
4	Teamwork	Yes	$425
5	Calling & Meetings	Yes	$425
6	Modern Desktop	Yes	$425
7	Office 365 Migration Assistance	Yes	$425
7a	Mail	Yes	$425
7b	Teams	Yes	$425
7c	SharePoint	Yes	$425
7d	OneDrive	Yes	$425

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Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer-
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN # 95-6000930

Company Name: Dell Marketing L.P.

Name: Stacie Becker Title: Proposal Manager

Address: One Dell Way

City: Round Rock Zip Code: 78682 Telephone #: 512-725-3007

Fax #: n/a Email: Stacie_Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature	September 19, 2019 Date
Stacie Becker Printed Name	Proposal Manager Title

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Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

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Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

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Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number 8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

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Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries, and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates, and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

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"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

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c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

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g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g. Upgrade or Full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

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operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

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(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes

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d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

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law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

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non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following.

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

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14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

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n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

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Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). **Warning**: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

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Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

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Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-0000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

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- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-PWK	BD

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COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	$0
Amended Annual Maximum Contract Amount:	$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. ("First Amendment"), dated as of 01 April 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Dell Marketing L.P. ("CONTRACTOR"), a Texas corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the "Agreement") to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the "Term")."

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference."

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

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amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.

6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

Dell Marketing L.P., a Texas corporation

By: _____
Amanda E. Hudson
Contracts Manager

Dated: 4/17/20

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

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EXHIBIT NO. 4

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Microsoft Enterprise Agreement (EA) (TBD enrollment under 8084445)
Customer: City of Carson

Date of Issue: 8/5/2024
Quote Expires: 8/31/2024
Quote Number: SA-CARSON2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions

Product Description - Online Services	Mfg#	Quantity	Months	Unit Price	Ext. Price
O365 G1 GCC Sub Per User	U4S-00002	650	12	$8.41	$65,598.00
EMS G3 GCC ALng Sub Per User	AAD-32907	650	12	$8.41	$65,598.00
Windows Enterprise E3 ALng Sub Per User	AAA-10787	650	12	$4.93	$38,454.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	300	12	$31.50	$113,400.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	950	12	$0.00	$0.00

Product Description - Perpetual Licenses with Software Assurance	Mfg#	Quantity	Unit Price	Ext. Price
Win Server Standard Core ALng Lic/SA 16L	9EM-00265	2	$690.86	$1,381.72
				$0.00

Total Annual Payment	$284,431.72

Notes:
Pricing is in accordance with the Riverside County master EA# 8084445
(Riverside County/Dell agreement# PSA-0001524)

Total Annual Payment Yr 1	$284,431.72
Total Annual Payment Yr 2	$284,431.72
Total Annual Payment Yr 3	$284,431.72
Grand Total (3 years of required payments)	$853,295.16

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

EXHIBIT NO. 5

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	
Enterprise Amendment	
Product Selection Form	

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Carson
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

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Microsoft

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*
Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State*
Postal code*
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone*
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

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Contact name: First* **Middle** **Last***
Contact email address*
Street address*
City*
State*
Postal code*
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone*
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***
Contact email address*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address
City*
State*
Postal code*
Country* United States
Contact name*
Phone*
Contact email address*
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

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e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

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Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Carson
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities

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Enterprise Enrollment
Enrollment Effective Date
Amendment ID M822

Effective Date. The Enrollment effective date shall be August 1, 2024 (the "Effective Date").

Renewal Order. Notwithstanding anything to the contrary in the Agreement or Enrollment, Customer may submit a renewal order no later than August 1, 2027 for the Enrollments identified in the Previous Enrollment(s)/Agreement(s) Form, attached hereto as Exhibit A.

Software Assurance, License & Software Assurance and Monthly Subscription Online Services. As this Enrollment will not start a day after the expiration of customer previous Enrollment, as defined in the Enterprise Agreement, the price of the Software Assurance, License & Software Assurance and Online services in this Enrollment includes the number of months elapsed between the date of expiration of the previous Enrollment and the effective date of this Enrollment.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	950	950	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	650
Windows Desktop	
Windows E3 per User USL	650
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	650
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	300

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	300	950	950	950

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Docusign Envelope ID: 05A2339E-F676-4C1D-9273-40BD44C0F164

EXHIBIT NO. 6

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:
Riverside County EA #8084445 between Dell Marketing E.P.

Req # (if available):**N/A**
Vendor Name: **Dell Technologies, Inc.**

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 **$853,295.16.**

Written justification or summary of purchase.
Microsoft enerprise software licensing and perpetual licenses with Software Assurance. Reference: Quote #SA-CARSON2024 dated 07/31/2024

Purchasing:

Josilla Togiola, Purchasing Manager
7/31/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter, IT & Security Director
Date: 7/31/2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

0224JT

Dell Customer Confidential

Quotation

Gerard Ear
gerard.ear@dell.com
512.720.3258

Microsoft Enterprise Agreement (EA) 77973893
Customer: City of Carson

Date of Issue: 10/29/2025
Quote Expires: 11/31/2025
Quote Number: CARSON-EP2M365-20

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions

Product Description - Online Services	Mfg#	Quantity	Months	Unit Price	Ext. Price
Entra ID P2 Gov SU Entra ID P1 Per User	MQN-00002	980	20	$2.23	$43,708.00
Teams Rooms Pro GCC Sub Per Device	VA1-00001	6	20	$35.05	$4,206.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	30	20	$31.50	$18,900.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	30	20	$0.00	$0.00

Pro-rated assuming a NOV 2025 PO - pays for licenses 12/1/2025 to end of EA on 7/31/2027
20 months prepaid upfront

Total Payment **$66,814.00**

Notes:

Total **$66,814.00**

Pricing is in accordance with the Riverside County master EA# 8084445
(Riverside County/Dell agreement# PSA-0001524)
Requires Microsoft pricelist approval prior to Dell order submission with PO
980 Entra ID P2 GCC Step up from Entra ID P1 GCC users (Must purchase 30 new M365 G3 users before Step up), 6 new Teams Room Pro GCC Device

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF A MASTER SERVICES AGREEMENT WITH OPENGOV INC. FOR SOFTWARE LICENSES, PROFESSIONAL SERVICES, MAINTENANCE, AND SUPPORT (CITY COUNCIL)

I. SUMMARY

The City requires a modern procurement and vendor contract management software platform to support efficient management of bids, approval workflows, process notifications, and vendor contract execution. These efforts will be for standard operational procurement and enable the efficient intake and processing of Capital Improvement Project bids and contracts, scheduled and non-scheduled major event procurements are in compliance with municipal code and purchasing guidelines. City staff currently use a combination of software including Microsoft Outlook and phone calls to contact agencies for piggyback bid documents, Microsoft Office for Request for Proposal drafting and approval, PlanetBids for public bid posting, Microsoft Word for contract preparation, and a variety of software tools for contract execution and contract management. OpenGov software provides a centralized, intuitive experience, an audit trail of procurement processes, and transparency of the procurement workflow queue for staff managing projects and scheduling the City Council Meeting staff report queue.

OpenGov will provide a centralized procurement and vendor contract management software, professional services for software implementation, and maintenance and support for the term of the agreement. The ITS Department will lead the software implementation and oversee staff training, and Finance Department will develop the recommended workflows and approval processes to ensure compliance with City procurement policies.

Section 2611(g) of the City's Municipal Code allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, state, or federal public entity or entities.

As such, the City is tapping ino the County of San Mateo as it is a part of a cooperative purchasing program, referred to as San Mateo County OpenGov Agreement Number: Resolution No.079839, after engaging in a competitive bidding process, whereby it now receives OpenGov licenses at a competitive rate. The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by San Mateo County complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of OpenGov software licenses and professional services.

Staff is requesting City Council to consider approval of an Agreement with OpenGov, Inc. for Procurement and Vendor Contract Management software licenses, implementation professional services, maintenance, and support under the OpenGov San Mateo County Cooperative Purchasing Program, for a total amount of $304,049.78 over a 5-year term, with an initial annual cost of $49,920.00 in professional services and $45,991.01 for initial year software licenses, totalling a combined first year cost of $95,911.01.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Master Services Agreement with OPENGOV INC. for software licenses, professional services, software maintenance, and software support for a total contract amount not to exceed $304,049.78, for a term of 5 years; and
2. AUTHORIZE the Mayor to execute the agreement after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City requires software licenses for procurement and vendor contract management to provide an efficient and seamless end-to-end solution that is configured to comply with the City's municipal code and procurement policies. With existing operational demands on city departments to meet service level expectations of city residents for time-sensitive procurement of goods and services for standard purchases and Capital Improvement Projects, and the significant demands expected to support the upcoming 2028 Olympic Games, ensuring internal controls are streamlined, efficient, and enabled by the City's procurement and vendor contract management software is an operational priority. The City's Information Technology & Security Department and Finance Department have included the project implementation on their respective department workplans for FY2025-26.

Legal Analysis

It should be noted that as is typical of software contracts, the Agreement with Opengov does not permit the City to terminate for convenience. Additionally, there's a limitation of liability clause in the Agreement where vendor's direct liability to the City for breach is twice the amount of fees paid or payable by the City in the 12 months prior to the act giving rise to the liablity. This was negotiated by the City Attorney from the actual amount of fees paid or payable during the 12 months prior to the act giving rise to the liability, and vendor was unwilling to go any higher than twice the amount.

Procurement

Section 2611(g) of the City's Municipal Code (CMC) allows the 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 County of San Mateo is part of a cooperative purchasing program through which it entered into a contract with City's vendor referred to as San Mateo County OpenGov Agreement Number: Resolution No.079839, after engaging in a competitive bidding process, whereby it now receives OpenGov licenses at a competitive rate.

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by San Mateo County complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of OpenGov software licenses and professional services.

The City and OpenGov, Inc. seek approval from City Council to execute a contract for a total amount not to exceed $304,049.78 for a term of five (5) years.

V. FISCAL IMPACT

The total cost associated with the 5-year contract with OpenGov Inc. is not to exceed the amount of $304,049.78. The first-year costs include $49,920.00 for professional implementation services, and $45,991.01 for software licenses, including maintenance and support, for a total of $95,911.01 which are currently budgeted for FY2025-26 in account number 101-60-630-101-6004. The cost for each of the four (4) remaining years will be included in the proposed FY2026-27 budget and subsequent fiscal year proposed budgets.

Fiscal Year	Amount	Account Number
FY2025-26	$95,911.01	101-60-630-101-6004
FY2026-27	$48,290.56	101-60-630-101-6004
FY2027-28	$50,705.07	101-60-630-101-6004
FY2028-29	$53,240.34	101-60-630-101-6004
FY2029-30	$55,902.80	101-60-630-101-6004
Total	**$304,049.78**	

VI. EXHIBITS

1. OpenGov Inc. Agreement
2. OpenGov Inc. Order Form
3. OpenGov Inc. Proposal
4. OpenGov Inc. Professional Services Scope of Work
5. San Mateo County OpenGov Inc. Agreement
6. Puchasing Waiver OpenGov Inc. San Mateo County

Attachments

Exhibit 1. OpenGov Inc. Agreement.pdf
Exhibit 2. Open Gov Inc. Order Form.pdf
Exhibit 3. OpenGov Inc. Proposal.pdf
Exhibit 4. OpenGov Inc. Scope of Work.pdf
Exhibit 5. San Mateo County CA Open Gov Inc. Signed Agreement.pdf
Exhibit 6. Purchasing Waiver OpenGov Inc. San Mateo County.pdf

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services

not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in

the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one year ("Renewal Term"), this Agreement shall terminate at the end of the applicable initial term or Renewal Term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of

the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES AND PROFESSIONAL SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; (d) payment obligations under this Agreement; and (e) intentional breach of obligations under Section 5.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Indemnification and Insurance

10.1 Indemnification. OpenGov will indemnify, defend, and hold Customer, its elected and appointed officers, employees and agents ("Customer Parties"), harmless from and against any and all losses incurred by Customer Parties resulting from any third-party claim arising from OpenGov's material breach of this Agreement due to the gross negligence or willful acts or omissions of OpenGov in the performance of this Agreement, or that the Software Services or Professional Services as provided to Customer, or any use of the such services in accordance with this Agreement, infringe or misappropriate a third party's U.S. copyright or trade secret rights. If such a Claim is made for infringement or misappropriation, Customer will permit

OpenGov, at OpenGov's sole discretion, to (i) modify or replace the Software Services or Professional Services, or component or part thereof, to make it non-infringing, (ii) obtain the right for Customer to continue use of the Software Services or Professional Services, or (iii) terminate the licenses granted hereunder and give Customer a pro-rata refund for any pre-paid, unused fees paid by Customer. OpenGov will have no obligation under this Agreement with respect to an infringement claim based upon any (i) use of the Software Services not in accordance with this Agreement or for purposes not intended by OpenGov, (ii) use of the Software Services in combination with other products, software, or data not supplied by OpenGov, or (iii) modification of the Software Services by any person other than OpenGov or its authorized agents or subcontractors. Procedurally, Customer shall (a) promptly give notice of a claim to OpenGov, (b) give OpenGov sole control of the defense and settlement of the claim, (c) provide to OpenGov all available information and reasonable assistance, and (d) not compromise or settle such third-party claim. The foregoing is OpenGov's sole obligation and Customer's exclusive remedy with respect to indemnification.

10.2 Insurance.

OpenGov shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Customer, 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 Customer:

(a) General Liability Insurance. 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) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to OpenGov's profession and the services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by OpenGov pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, OpenGov shall maintain such coverage for an additional period of three (3) years following termination of the Agreement. The insurance shall include the following coverage:

(i) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(ii) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(iii) Liability arising from the failure of OpenGov's proprietary technology products (software) required under the contract for OpenGov to properly perform the services intended.

(iv) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(v) Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

(c) General Insurance Requirements.

The comprehensive general liability insurance shall be primary insurance and shall name Customer, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Customer or its officers, employees or agents may apply in excess of, and not contribute with OpenGov's insurance. 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.

OpenGov will give notice to the Customer within thirty (30) days of any material change in these insurance obligations that results in OpenGov no longer being compliant with this Agreement. In the event any of said policies of insurance are cancelled, OpenGov shall, prior to the cancellation date, submit new evidence of insurance to Customer.

No services under this Agreement shall commence until OpenGov has provided Customer 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 Customer. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Customer.

11. Miscellaneous

11.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

11.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

11.3 Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

11.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality

provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

11.5 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

11.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

11.7 Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

11.8 Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors. 11.9

11.9 Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

11.10 Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

11.11 Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If

there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

City of Carson:		**OpenGov, Inc.**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-11431	**Prepared By:**	Ryan King
Created On:	11/05/2025	**Email:**	rking@opengov.com
Order Form Expiration:	11/30/2025	**Contract Term:**	60 Months
Subscription Start Date:	12/01/2025		
Subscription End Date:	11/30/2030		

Customer Information:

Customer:	City of Carson, CA	**Contact Name:**	Gary Carter
Bill To/Ship To:	701 E Carson St Carson, California 90745 United States	**Email:** **Phone:**	gcarter@carsonca.gov 310-952-1754

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Contract Document Assembly & eSignatures	12/01/2025	11/30/2026	$3,744.29
OpenGov Core Procurement and Contracts	12/01/2025	11/30/2026	$42,246.72
Contract Document Assembly & eSignatures	12/01/2026	11/30/2027	$3,931.51
OpenGov Core Procurement and Contracts	12/01/2026	11/30/2027	$44,359.05
Contract Document Assembly & eSignatures	12/01/2027	11/30/2028	$4,128.08
OpenGov Core Procurement and Contracts	12/01/2027	11/30/2028	$46,576.99
Contract Document Assembly & eSignatures	12/01/2028	11/30/2029	$4,334.49

OpenGov Core Procurement and Contracts	12/01/2028	11/30/2029	$48,905.85
Contract Document Assembly & eSignatures	12/01/2029	11/30/2030	$4,551.21
OpenGov Core Procurement and Contracts	12/01/2029	11/30/2030	$51,351.13

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	12/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$49,920.00

Professional Services Total: $49,920.00

Customer Billing/Service Periods:

Period:	**Total:**
12/01/2025	$95,911.01
12/01/2026	$48,290.56
12/01/2027	$50,705.07
12/01/2028	$53,240.34
12/01/2029	$55,902.34

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

City of Carson, CA:

Signature:

_____

Name:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Title:

_____

Date:

_____

OpenGov

Powering More Effective and Accountable Government

Procurement & Contract Management



OpenGov Cloud



Budgeting & Performance

Procurement & Contract Management

Financial Management

Tax & Revenue Collection

Enterprise Asset Management

Permitting & Licensing

OpenGov Platform

Security & Compliance (SOC 2 & 3, StateRAMP, TX-RAMP) | AI | Dashboards | Real-time Reporting | Public Portals | Open APIs | GIS | Multi-Tenant Cloud | Uptime | Automatic Updates | Mobile | Administrator Controls

OpenGov

Top Benefits of OpenGov Procurement & Contract Management

1. **Centralized procurement:** guided step by step processes designed for government to increase efficiency, consistency, and compliance

2. **Simplified, free vendor experience:** easy and simple to use to promote more competition
   a. **3-5x More Supplier Responses**
   b. **100-300% Increase in Published Bids & Bid Views**

3. **Automation:** save valuable staff time, reduce administrative burden
   a. **50-90% Less Time Building Solicitations**
   b. **50% Less Time Evaluating RFPs and Bids**
   c. Automate contract management and eliminate fire drills on key milestone dates

4. **End to end Procurement to Contract lifecycle:** capture the lifecycle of procurements in a single location

Proposal

Procurement & Contract Management

Collaborative, Transparent End-to-End eProcurement & Contract Management



Manage Requests

- Workflow Sequencing
- Rules & Policy Enforcement

Develop Solicitations

- RFx Assembly Automation
- Collaboration & Approvals
- Version & Format Control
- Template & Scope Library

Engage Suppliers & Evaluate

- Supplier Self-Service
- Guided Bidding
- Multi-Phased Evaluations
- Lowest Responsive

Manage Contracts

- Spend Tracking
- Contract Development
- eSignatures
- Records Retention

OpenGov

Example Implementation Timeline

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution				
	Solicitation Development Solution				
	Contract Management Solution				
	Intake End User Training				
Reporting & Transparency					
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

OpenGov

Implementation Overview

- **Solicitation Templates:**
  - OpenGov will configure 3 solicitation templates (1 Construction, 2 Non-Construction)

- **Contract Templates**
  - OpenGov will configure 2 contract templates (1 Construction, 1 Non-Construction)

- **Historical and/or Active Contracts:**
  - Provide a mapping document for the metadata of contracts to be uploaded into the system.
  - Import the contract records listed in the contract log.

- **Training**
  - Provide training on system functionality. Topics include:
    - Creating Bids with Generic Templates
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
    - Writing Solicitations using templates
    - Contract Document Developer Tools
    - Docusign eSignatures

Investment Summary

OpenGov Procurement & Contract Management Suite Pricing		
Solution Package	**NASPO Price**	**Carson Proposal**
OpenGov Procurement: *Solicitation Development, Supplier Engagement, Evaluations & Awards, Contract Management, Contract Document Assembly & eSignatures*	**$59,327** *(annual)*	**$47,340** *(annual)*
Professional Services/Deployment	**$58,240** *(one-time)*	**$49,920** *(one-time)*

OpenGov

Investment Summary (3-year)

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance.
All Future Software Enhancements, Fixes, and Updates

OpenGov Investment Summary - Procurement & Contract Management				
Subscription Term	**Months**	**Software**	**Professional Services**	**Term Total**
October 27, 2025 - October 26, 2026	**12**	**$47,340.00**	**$49,920.00**	**$97,260.00**
October 27, 2026 - October 26, 2027	**12**	**$49,707.00**	**$0**	**$49,707.00**
October 27, 2027 - October 26, 2028	**12**	**$52,192.35**	**$0**	**$52,192.35**

OpenGov Pricing Includes:

- **OpenGov Procurement**
  - Solicitation Development, Supplier Engagement, Evaluations & Awards, Contract Management, Contract Document Assembly & eSignatures
- **Unlimited Users & Licenses**
- **Professional Services price subject to change**
- **Professional services is a one-time fee**
- **15% Discount** off NASPO price included in software cost

Expiration: Estimate Based on a completed agreement on or before October 31, 2025
Final numbers subject to slight change order form/quote generation

OpenGov

Investment Summary (5-year)

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance.
All Future Software Enhancements, Fixes, and Updates

OpenGov Investment Summary - Procurement & Contract Management				
Subscription Term	**Months**	**Software**	**Professional Services**	**Term Total**
October 27, 2025 - October 26, 2026	**12**	**$45,991.00**	**$49,920.00**	**$95,911.00**
October 27, 2026 - October 26, 2027	**12**	**$48,290.55**	**$0**	**$48,290.55**
October 27, 2027 - October 26, 2028	**12**	**$50,705.08**	**$0**	**$50,705.08**
October 27, 2028 - October 26, 2029	**12**	**$53,240.33**	**$0**	**$53,240.33**
October 27, 2029 - October 26, 2030	**12**	**$55,902.35**	**$0**	**$55,902.35**

OpenGov Pricing Includes:

- **OpenGov Procurement**
  - Solicitation Development, Supplier Engagement, Evaluations & Awards, Contract Management, Contract Document Assembly & eSignatures
- **Unlimited Users & Licenses**
- **Professional Services price subject to change**
- **Professional services is a one-time fee**
- **20% Discount** off NASPO price included in software cost + **additional 2.5% discount incentive for 5 year contract**

Expiration: Estimate Based on a completed agreement on or before October 31, 2025
Final numbers subject to slight change order form/quote generation

OpenGov



Statement of Work

City of Carson, CA

Creation Date: 09/25/2025
SoW Expiration Date: 12/25/2025
Document Number: PS-09906.2
Created by: Liam Watkins

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Carson, CA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Procurement & Contract Management

2.2. Exhibit 2: Technical Requirements

2.2.1. Procurement & Contract Management

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is four (4) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

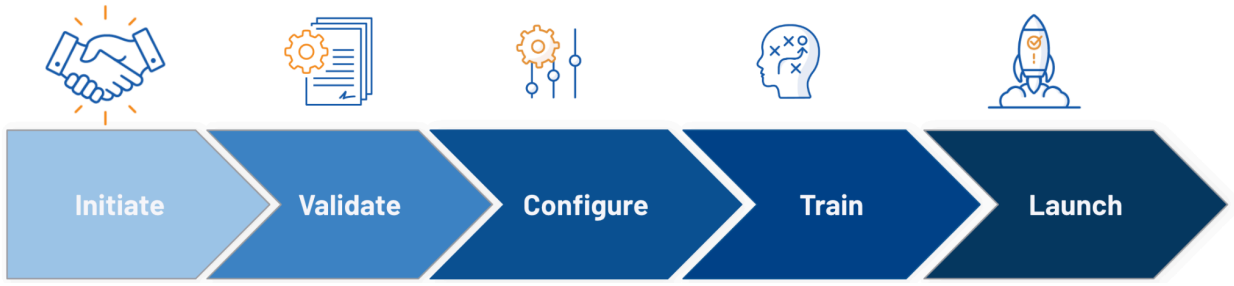
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Procurement & Contract Management:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards

Initiate

Provisioning Procurement Website Instance \

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic template.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to three (3) total Solicitation Template(s) from customer provided standard templates:
    - Two (2) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
    - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided standard boilerplate templates :
    - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

    - One (1) Construction Contract Template will be built based on examples collected from the customer up to two hundred (200) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

eSignatures

OpenGov will:

- Enable eSignatures.
- Provide instructions on how to use eSignatures.

Customer will:

- Gather and provide relevant process information for eSignatures.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on eSignatures.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
    - Proposal Viewer Agreement
    - Interview Invitation
    - Non-Award Letter
    - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Supplier Engagement
        - Creating Bids with Generic Templates
        - Live Bid Management & Vendor Experience
        - Evaluation and Awarding
    - Solicitation Development
        - Writing Solicitations using templates

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Admin Documents

- PDF or Word format

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Agreement No. Resolution No. 079839

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OPENGOV, INC.

This Agreement is entered into this **25th day of July, 2023**, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County" or "Customer," and **OpenGov, Inc**, hereinafter called "Contractor" or "OpenGov."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing the Software Services and Professional Services set forth in Exhibit B – Payments and Rates.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Scope of Work
Exhibit B— Payments and Rates
Exhibit C— OpenGov COTS MSA
Exhibit D – Engagement Charter
Exhibit E – Implementation Activities
Exhibit F – Technical Requirements

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B – Payments and Rates, Contractor shall provide the Software Services and Professional Services for County in accordance with the terms, conditions, and specifications set forth in this Agreement in the Exhibits. In the event of a conflict, the order of precedence shall be 1) this Agreement; 2) Exhibit C (OpenGov MSA), Exhibit B (Fees), Exhibit A (SOW).

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A – Scope of Work, County shall make payment to Contractor based on the fees and in the manner specified in Exhibit B – Payments and Rates. In no event shall County's total fiscal obligation under this Agreement

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exceed **One Million Dollars ($1,000,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 25, 2023, through July 24, 2026.** The County has the option to extend the term for Software Services for additional years at the rates provided in Exhibit B; to exercise that option, County shall notify Contractor in writing at least 30 days prior to termination.

5. Termination

This Agreement may be terminated by Contractor or by the County's Procurement Manager or his/her designee at any time without a requirement of good cause, provided that advance written notice to the other party is given at least 180 (one hundred and eighty) days prior to the due date for the annual subscription payment. In the event of such termination, all fees due prior to termination shall remain due to Contractor and all fees paid to Contractor shall be non-refundable. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

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7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging; or

(C) any other loss or cost resulting from the acts or omissions of Contractor and/or its officers, employees, agents, and servants.

(D) In the event of concurrent negligence (or acts or omissions) on the part of the County and Contractor, then liability for any and all claims for injuries or damages to persons and/or property that are arise out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not

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to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement, (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent, or (iii) terminate the licenses granted hereunder and provide to County a pro-rata refund for any pre-paid, unused fees paid by the County.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Except in the event of a change of control, Contractor shall not assign this Agreement, the provision of the Professional Services, or any portion thereof to a third party, nor subcontract with a third party to provide Professional Services required by Contractor under this Agreement without the prior written consent of County, which shall not be unreasonably withheld. In the event of a change of control, Contractor shall notify the County in writing. County shall have thirty (30) days from such notification to terminate the Agreement in the event that County has a reasonable justification for not contracting with the acquiring party.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability

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endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it 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 the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... $1,000,000

(b) Non-Owned, Motor Vehicle Liability Insurance…$1,000,000

(c) Technology Errors & Omissions $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance (except workers compensation), which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

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10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

The parties agree the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended are ***not*** applicable to this Agreement since the County agrees not to upload any PHI or data subject to HIPAA

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

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discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

The foregoing reporting obligations shall be limited to complaints regarding Contractor's employees or agents who are providing Professional Services under this Agreement.

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Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars ($200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

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13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to the fees paid for the services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California. In no event shall any audit occur: (1) without giving at least three business days prior written notice (2) outside of Contractor's normal business hours, or (3) on systems where such audit may, in Contractor's sole reasonable discretion, violate its third-party confidentiality obligations.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jas Sandhar
Address: 455 County Center, 4th floor
Telephone: 650-363-4408
Email: jsandhar@smcgov.org

In the case of Contractor, to:

Name/Title: OpenGov, Inc. Attn: General Counsel
Address: 6525 Crown Blvd #41340, San Jose, CA 95160
Telephone: (650) 336-7167
Email: legal@opengov.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

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b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.

c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/portal/content/104877 or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

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g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

19. Cooperative Agreement (Piggyback)

The parties agree that because the underlying solicitation was conducted as a Cooperative (or Piggyback) Procurement, the terms and conditions of this agreement may be used by other public or governmental entities for the purpose of entering into separate agreements directly with the Contractor, if permitted by such entities' own procurement policies. County shall not be responsible for any such agreements. The term and pricing must be mutually agreed to by Contractor and such entity.

* * *

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In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: OPENGOV, INC.

DocuSigned by:
Sam Kramer
A3AFFF18117C415...

Contractor Signature	7/20/2023	Sam Kramer
	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: Resolution No. 079839

President, Board of Supervisors, San Mateo County

Date: July 25, 2023

ATTEST:

By:

Clerk of Said Board

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Exhibit A – Scope of Work

The Scope of Work (SOW) that follows is to be used as a general guide and is not intended to be a complete list of all work necessary for the implementation and contracted term of use of the OpenGov Procurement suite. The County desires to implement and subscribe to an easy to use and intuitive eProcurement software that will assist in centralizing the procurement processes in the County.

OpenGov, Inc. (herein after called "Contractor" or OpenGov") will provide the County with a cloud-based eProcurement Solution (the "Solution). The Solution will encompass:

- Vendor portal
- Solicitation development
- Purchasing
- RFx drafting, posting, submission and evaluation
- Contact development, award and management
- Dashboards
- Reports
- Training
- Support desk services
- Updates that may include additional functionality

Work performed on this Contract will be charged as stated in Exhibit B – Payments and Rates. The rates listed in Exhibit B will also be used for project revisions and additional tasks.

1. Estimated Schedule for Implementation

This project will be completed by March 2024, unless the date is revised by the agreement of both parties.

The project timeline:

- July 2023 – Agreement is executed
- July 2023 – Begin work on supplier portal
- August 2023 – Turn on vendor portal
- September 2023 – Begin data migration
- October 2023 – March 2024 – Software training
- March 2024 – Implementation tasks completed

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with The County-assigned Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of County resources, and the timeliness of deliverables provided by the County.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of March 31, 2024 ("End Date") or on other dates mutually agreed to between you and OpenGov.

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The typical project timelines are for illustrative purposes only and may not reflect specific use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Procurement Suite	Enable Vendor Portal							
	Supplier Engagement, Evaluation, & Award Solution							
	Solicitation Development Solution							
	Contract Management Solution							
	Onsite Training							
Reporting and Transparency	Configure Reports							
GoLive Support	Hypercare							
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.								

2. Facilities and Hours of Coverage

OpenGov will:

3.1 Perform the work under this SOW remotely, except for training which will be conducted at County facilities.

3.2 Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

3.3 Use personnel and resources located across the United States, which may also include OpenGov-trained staffing contractors to support the delivery of services.

3. Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that may arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

3.1 The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.

3.2 Individual software modules are configured based on discussions between OpenGov and the County.

3.3 Procurement Suite

3.3.1 County will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.

3.3.2 OpenGov will provide up to three (3) onsite trips for the purposes of conducting system training.

3.3.3 OpenGov template configuration will include up to three (3) solicitation templates and up to five (5) contract templates (See Appendix B for list).

- Samples or boilerplate language of the Invitation for Bid (IFB) and Request for Quote (RFQ) solicitations have not been provided by the County prior to the creation of this SOW. The scope and deliverables for these Solicitation types are based on OpenGov's best estimate. Actual examples received after project kickoff could result in a change order.
- OpenGov assumes these three (3)) solicitation templates will be built based on examples collected from the customer up to fifty (50) pages in length.

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3.3.4 County will provide a complete and accurate contracts log for import to OpenGov.

4. Contractor Project Responsibilities

4.3 Activity 1 – Project Management

Contractor will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. The project team will not be replaced without communication and approval by the County.

This activity is composed of the following tasks:

Planning

- review the SOW, contract and project plan with the County's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- maintain project communications through the County's Project Manager;
- establish documentation and procedural standards for deliverable Materials; and
- assist the County's Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

- review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with the County's Project Manager;
- work with your Project Manager to address and resolve deviations from the project plan;
- conduct regularly scheduled project status meetings; and
- administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:
This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

4.4 Activity 2 – Initialization

- County Entity configuration
- Incorporation of County hierarchy
- System Administrators creation
- Solution Blueprint creation

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- Data Validation strategy confirmation

Completion Criteria:
This activity will be considered complete when:
- Customer Entity is created
- System Administrators have access to County Entity
- Solution Blueprint is presented to County

Deliverable Materials:
- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

4.5 Activity 3 – OpenGov Use Cases

Procurement Use Cases
- Automate Solicitation Development
- Enhance Supplier Engagement and Collaboratively Evaluate and Award
- Make Contract Management Centralized and Proactive

Completion Criteria:
This activity will be considered complete when:

Procurement Use Cases
- Vendor Portal is configured
- Vendor List and associated files are imported
- Solicitation Templates are configured
- Intake Request Template and Workflow are configured
- Contracts Log is imported
- Contract Templates are configured
- Vendor Reports are configured in R&T

Deliverable Materials:
- Formal sign off document

4.6 Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

OpenGov will organize and deliver the agreed upon three (3) in-person trainings.

Completion Criteria:
- Administrator training is provided
- Agency-wide intake training is provided
- Other trainings as mutually agreed upon in the training schedule, or via change order

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Deliverable Materials:

- Formal sign off document

5. County Responsibilities

County Project Manager is responsible for:

- Managing County personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- Serving as the interface between OpenGov and County departments participating in the project;
- Administering the Project Change Control Procedure with the Project Manager;
- Participating in project status meetings;
- Obtaining and providing information, data, and decisions within five (5) business days of OpenGov's request unless the County and OpenGov agree in writing to a different response time;
- Resolving deviations from the estimated schedule, which may be caused by the County;
- Helping resolve project issues and escalating issues within the County's organization, as necessary; and
- Creating, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

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Exhibit B – Payments and Rates

OpenGov Inc.
6525 Crown Blvd #41340
San Jose, CA 95160
United States

Order Number:	Q010428	**Prepared By:**	Alex Martinez
Created On:	June 16, 2023	**Email:**	amartinez@opengov.com
Quote Expiration Date:	July 25, 2023	**Contract Term:**	36 Months
Subscription Start Date:	July 25, 2023		
Subscription End Date:	July 24, 2026		

Customer Information

Customer:	County of San Mateo, CA	**Contact Name:**	Yen Pang
Bill To/Ship To:	400 County Center Redwood City, CA US	**Email:**	ypang@smcgov.org
		Phone:	650-363-4263

Order Details

Billing Frequency: Annual **Payment Terms:** Net 30

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Subscription Fee
OpenGov Procurement	July 25, 2023	July 24, 2024	$228,470.00
OpenGov Procurement	July 25, 2024	July 24, 2025	$239,894.00
OpenGov Procurement	July 25, 2025	July 24, 2026	$251,888.00
		Total Amount	**See Billing Table**

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	July 25, 2023	$101,480.00
	Services Total Amount	**$101,480.00**

Billing Amount:	Billing Date:
7/25/2023	$329,950.00 *(Annual Software Fees + Professional Services)*
7/25/2024	$239,894.00
7/25/2025	$251,888.00
7/25/2026	$264,482.40 *(Optional Renewal)*
7/25/2027	$277,706.50 *(Optional Renewal)*
7/25/2028	$291,592.00 *(Optional Renewal)*
7/25/2029	$306,171.60 *(Optional Renewal)*

Payments and Rates for option years:

Year 4: $264,482.40
Year 5: $277,706.50
Year 6: $291,592.00
Year 7: $306,171.60

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Professional Services for initialization of project:

- Supplier Engagement: **16 hours**
- Solicitation Development and Templates: **48 hours**
- Onsite Training Hours (3, 3 day onsites, 2 resources): **144 hours**
- Intake Workflow & Training: **5 hours**
- Contract Management and Templates: **52 hours**
- Contract Import Prep and Data Load: **7 hours**
- Contracts training: **3 hours**
- Admin Docs: **3 hours**
- Reports and Stories: **20 hours**
- Onsite Travel Hours (2 resources, 3 trips): **60 hours**
- Project oversight: **114 hours**

472 hours at $215 for a total of **$101,480**.

Software Services for Option Years 4 - 7

Should option for additional years of Software Services be exercised, they will be charged at the following annual rates:

Optional	4th Year	$264,482
Optional	5th Year	$277,077
Optional	6th Year	$291,592
Optional	7th Year	$306,172

Additional Professional Services work up until 12/31/2023, that is requested by the County will be charged at a fixed rate **of $215/hr**. OpenGov will notify the County as to the future annual rates for Additional Professional Services in the event that such services are desired by the County.

The Services will be conducted on a pre-negotiated Fixed Price basis as specified in this Exhibit. All charges are exclusive of any applicable sales taxes.

County shall reimburse OpenGov for reasonable out-of-pocket expenses that OpenGov actually incurs in providing Professional Services and Additional Professional Services, provided that they are pre-approved by the County's Procurement Manager or its Project Manager in writing. Such expenses may include travel, lodging, and meals, subject to section 18 ("Reimbursable Travel Expenses") of the Agreement.

The foregoing payments are subject to the not-to-exceed amount provided for in Section 3 of the Agreement and any amendments thereto.

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Exhibit C – OpenGov Master Service Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be

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utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services described in the Agreement and its Exhibits. OpenGov shall not review or use Customer Data in connection with formulating a response to any Request for Proposal or other solicitation by Customer or marketing other products or services to Customer.

4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

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4.5. Feedback. “Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer’s Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer’s Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. “Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

5.3. If a party believes it is required to disclose Confidential Information by law, it must notify the other party in writing before making the disclosure in order to give the other party an opportunity to seek a protective order. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care.

5.4. Upon termination, each party shall return or delete any of the other party’s Confidential Information in its possession.

5.5. Customer Delays; On Hold Fee.

5.5.1.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer for a reasonable period and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer’s failure to complete Customer’s responsibilities.

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5.6. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

5.7. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

6. Representations and Warranties; Disclaimer

6.1. By OpenGov.

6.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

6.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

6.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

6.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data

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pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

6.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

7.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. NOTWITHSTANDING THE ABOVE, OPENGOV'S LIABILITY WITH TO RESPECT TO ITS INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED THREE TIMES THE FEES PAID IN THE 12 MONTHS PRIOR TO THE CLAIM THAT GAVE RISE TO SUCH INDEMNIFICATION OBLIGATION PROVIDED THAT IF THE CLAIM ARISES AFTER THE AGREEMENT IS TERMINATED THE RELEVANT 12 MONTH PERIOD SHALL BE THE 12 MONTHS PRIOR TO TERMINATION.

7.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 7.1 and 7.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) and claims arising out of fraud or willful misconduct by either party and (c) Contractor's hold harmless and indemnification obligations with respect to personal injury and property damages provided for in the Agreement.

7.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

8. Miscellaneous

8.1. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The

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parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

8.2. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

8.3. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

8.4. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

8.5. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees) where payment remains due and payable as specified in the Agreement, Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

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Exhibit D: Engagement Charter

Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process**:
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.
  - Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

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- Change in type of OpenGov resources to support the SOW.
-

Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
    - Professional Services to the customer could be stopped;
    - Delay to any agreed timelines; or
    - Not having the same Professional Services team assigned.

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Exhibit E: Implementation Activities

OpenGov Procurement Suite

Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Website Instance Creation	OpenGov will: ● Build customer portal and upload Customer's logo.	Customer will: ● Provide logo. ● Confirm access to the Portal.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: ● Provide up to one (1) two-hour working session at the beginning of the project to: ○ Finalize list of templates ○ Review technical requirements ○ Provide documentation on requirements and processes OpenGov Assumptions: ● Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.	Customer will: ● Identify relevant participants for attendance. ● Confirm deliverables. ● Gather and provide relevant data for the project.

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Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Portal	OpenGov will: ● Enable the Vendor Portal for the Customer.	Customer will: ● Coordinate communications with Vendors to self register on the OpenGov Vendor Portal. ● Allocate resources to create the Vendor Portal. ● Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.
Staff Portal	OpenGov will: ● Provide training on staff hierarchy creation ● Work with County to create Single Sign On through OKTA ● Create linkage to OFAS data and transfer data	Customer Will: ● Provide OKTA information ● Provide access to OFAS
Generic Template	OpenGov will: ● Deploy generic templates ● Provide OpenGov's “Paper to Paperless Language Transition Guide” to assist transition from paper to electronic.	Customer will: ● Provide a copy of the next solicitation document. ● Provide information to complete the generic solicitation upload template including forms and an example recent solicitation. ● Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

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Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Solicitation Development Solution	OpenGov will: ● Review and confirm the Solicitation Templates and forms provided by Customer. ● Work with Customer to design and get sign off on the first template. ● Following the sign off of the first template, configure the remaining templates in the system. OpenGov Assumptions: ● OpenGov will configure up to three (3) Solicitation Template(s) with standard boilerplate language: ○ RFP ○ IFB ○ RFQ	Customer will: ● Provide templates with standard boilerplate language. ● Provide forms associated with solicitation templates. ● Provide admin documents. ● Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design ● Sign off on the first template before beginning the subsequent templates. ● Validate and provide signoff on Solicitation Templates.

Intake Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Intake Process	OpenGov will: ● Review current intake Process. ● Perform basic intake Training. ● Perform a gap analysis ● Configure “Review/ Approval” workflow defaults for each department. ● Build the Intake/Project Request Template.	Customer will: ● Provide OpenGov with any Intake/Project RequestForms (templates) in current use. ● Validate and provide signoff on Intake/ Project Request template.

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Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Create and Manage Contracts	OpenGov will: ● Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s). ● Provide guidance and instruction to System Administrator on creating and managing contracts.	Customer will: ● Attend scheduled System Overview ● Create and manage contract records in the system with guidance from OpenGov.
Historical and/or Active Contracts	OpenGov will: ● Provide a mapping document for the metadata of contracts to be uploaded into the system. ● Import the contract records listed in the contract log. ● Provide up to five (5) hours of consultation for populating the OpenGov contract template. OpenGov Assumptions: ● Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.	Customer will ● Provide contract log per the mapping document. ● Centralize all contract metadata for upload to OpenGov using the OpenGov provided template.
Contract Template Deployment	OpenGov will: ● Review & configure agreed upon contract templates. OpenGov Assumptions: ● OpenGov will configure up to five (5) Contract Template(s) with standard boilerplate language:	Customer will: ● Provide templates with standard boilerplate language. ● Validate and provide signoff on Contract templates.

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	○ Standard Contract Over 200K ○ Standard Contract Under 200K ○ Standard Contract (Federal) ○ Contract Amendment Over 200K ○ Contract Amendment Under 200K	

Admin Documents and Checklist Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Admin Documents	OpenGov will: ● Review & configure up to five (5) Admin Documents within the four standard types.	Customer will: ● Provide Admin Documents.

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Reporting & Transparency

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Data Story	OpenGov will: ● Based on best practices, build out the look and feel of one (1) Vendor Summary Template. ● Create up to one (1) report using OpenGov Procurement Vendor data. ● Provide up to two (2) one hour trainings on the following: ○ Download/upload data and creating reports ○ Using report data in dashboards and stories ● Provide up to three (3) one-hour working sessions to answer Customer questions on Story Configuration.	Customer will: ● Provide logo and branding colors to OpenGov. ● Validate and sign off on Vendor Story Template. ● Create Report Views in the Report for use in the Vendor Stories. ● Complete the Vendor Story by adding Customer content: ○ Narrative ○ OpenGov Report Views ○ Images ○ Data not in OpenGov ● Create any additional Reports and Report Views needed. ● Attend working sessions ● Make Stories public and Publish Vendor Stories.

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Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Procurement Working Sessions	OpenGov will: ● Assign practice exercises to Customer to gain familiarization. ● Assist Customer during first real-life solicitation posting, and opening (if during deployment). ● Respond to questions regarding configured system functionality.	Customer will: ● Complete practice exercises to gain familiarization. ● Identify internal Admin Users & security permissions for all other users.
OpenGov University	OpenGov will: ● Provide access to OpenGov University online training courses intended to teach users on the basics of OpenGov.	Customer will: ● Review training courses.
Procurement Training	OpenGov will: ● Provide up to three (3) onsite trips to cover training on system functionality. Topics include: ○ Creating Bids with Generic Templates ○ Live Bid Management & Vendor Experience ○ Evaluation and Awarding ○ Writing Solicitations using templates ○ Contract Document Developer Tools ○ Intake Training and Workflow	Customer will: ● Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan. ● Provide a facility for a minimum of fifty (50) people with laptop access for the onsite trainings.

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Exhibit F: Technical Requirements

OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	● .png or .jpg file ● At least 300KB but not larger than 500KB
Vendor List	● Single Flat file ● .csv or .xlsx format
Historical/Active Contracts	● Single Flat file ● .csv or .xlsx format
Sample Documents or Templates with boilerplate language	● PDF or Word format
Intake/Project Request Templates	● PDF or Word format
Admin Documents	● PDF or Word format
Technology Requirements	● Application must be Security Assertion Markup Language (SAML) compliant and Administration console must integrate with the County's Identity Management Platform (Okta). ● Multifactor authentication must be enabled for anyone logging into the web portal ● Access permissions must allow for privileges to be assigned to individuals as well as groups in the support of "roles" ● Ensure sitewide SSL and enable HTTP Strict Transport Security ● Vendor must include periodic platform scan to protect against SQL injection and DoS exploits and testing APIs for potential exploits ● Platform must utilize administrative and security controls including performance monitoring, logging, and event monitoring as well as provide network defenses such as auditing capabilities and vulnerability testing/scanning ● Provide for a process that includes patching, security fixes, and updates ● Customer Data shall only be accessible by the County and its authorized third parties and no other OpenGov customer and kept within the United States including hosting

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	● Vendor provides a disaster recovery plan including securely backing up and restoring data

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Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611)
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: County of San Mateo
Vendor: OpenGov
Contract #: Res #079839
Solicitation #: RFP #1486
Contract Effective Date: 06/25/23
Contract Expiration: 07/24/2026

Specify purchase details:

Amount: $304,049.78
Vendor: OpenGov

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

CMC 2611 allows the City to waive its formal solicitation process whereby there exists a competitively bid contract for the same software and services. The County of San Mateo previously conducted a formal solicitation process in compliance with the City's procurement requirement, resulting in a contract award to OpenGov to provide the County with a procurement software solution that streamlines the formal solicitation, bid management, contract preparation, execution and management for the agency. The City will be leveraging this agreement to secure services and software of equivalent scope and specifications.

Authorized Department Staff:

Signature: DocuSigned by: Gary Carter 7BEDF394AC6C494...

Date: 11/7/2025 | 09:13:12 PST

Name/Title: Information Technology & Security Director

Purchasing:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2025.11.06 17:48:20 -08'00'

11/06/2025

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County of San Mateo

Request for Proposals (RFP)

for

eProcurement Solution

RFP No. 1486

Date issued:	**4:30 p.m. PT, April 10, 2023**
Pre-Proposal conference:	**11:00 a.m. PT, April 13, 2023**
Questions due:	**3:00 p.m. PT, April 27, 2023**
Proposal due:	**5:00 p.m. PT, May 15, 2023**

RFP Contact:
Yen Pang, County Contracts Manager
ypang@smcgov.org

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I. Introduction and Schedule

A. General

The County of San Mateo (the "County" or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi^2 and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

Procurement in the County of San Mateo is handled in a hybrid model. Purchasing under $5,000 is the responsibility of the County departments, and over $5,000 is the responsibility of the Procurement Division Buyers. Contracting is decentralized and handled by staff within the 29 departments*. The competitive solicitation process is currently handled through a combination of the Microsoft Office Suite (communications and document development), Public Purchase (posting) and a contract lifecycle management solution.

The County would like to obtain an eProcurement solution that provides:

- Centralized and standardized procurement process with transparency
- Oversight into County spend data and performance measures
- Audit trail of procurement transactions
- Intuitive and easy to use software for staff
- Improve and expand vendor participation through simple self-service access
- Data on diversity of contractors, including that of small business contracts

The County of San Mateo's Procurement Division is undertaking this competitive solicitation to identify an **intuitive, easy to use, multi-tenant** eProcurement Solution (the "Solution") for use by staff in the County of San Mateo. The ideal Solution should walk staff through the process from project concept and finish at contract maintenance, all within the same Solution.

This Solution will be implemented across all departments and will be the stand-alone procurement infrastructure for the County. The resulting contract may be piggybacked by other governmental entities. This will be offered to the 20 cities that reside within the County's boundaries for use within their organizations.

The Procurement Division is issuing Request for Proposal (RFP) No. 1486 for an eProcurement Solution.

The contract shall have an original term of three (3) years. In addition, the County shall have two (2) options to extend the term for a period of two (2) years, which the County may exercise in its sole, absolute discretion.

*Departments within the County of San Mateo

Agriculture, Weights, and Measures	Accessor - County Clerk - Recorder -Elections	Controller's Office	Coroner's Office
County Attorney	County Fire	County Health	County Executive's Office
Board of Supervisors	County Support of the Courts	Child Support Services	Emergency Management
Housing	Public Works	District Attorney's Office	Human Resources
Human Services Agency	Information Services	Non-Departmental Services	Office of Sustainability
Parks	Planning and Building	Probation	Project Development Unit
Public Safety and Communication	Real Property Services	Revenue Services	Sheriff's Office
Treasurer/Tax Collector			

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**Cities within the County of San Mateo

Atherton	Belmont	Brisbane	Burlingame
Colma	Daly City	East Palo Alto	Foster City
Half Moon Bay	Hillsborough	Menlo Park	Millbrae
Pacifica	Portola Valley	Redwood City	San Bruno
San Carlos	San Mateo	South San Francisco	Woodside

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B. Schedule

RFP Released	Monday, April 10, 2023; 2:00 PM PT
Pre-proposal meeting	Thursday, April 13, 2023; 11:00 AM PT
Deadline for Questions, Comments and Exceptions	Thursday, April 27, 2023
Proposal Due Date and Time	Monday, May 15, 2023; 5:00 PM PT
Interviews (tentative)	Monday, June 5, 2023
Anticipated Contract Award Date	July

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II. Scope of Work

Definitions:

Proposers refers to firms that submit a proposal for this RFP
Contractor refers to the firm awarded a contract from this RFP
Vendors refers to the firms in general that are interested in doing business with the County

A. Introduction

The Procurement Division of the County of San Mateo is undertaking the search for an intuitive and easy to use eProcurement solution. This Solution will be used by the 29 departments that make up the operations for the County of San Mateo. The ideal Solution would capture the end-to-end tasks that are involved in competitive solicitations, both on the Purchasing (commodities and general services) and Contracting (professional services) sides of the house.

The eProcurement Solution shall include the following components at minimum:

1. Vendor portal
2. Solicitation development
3. Purchasing
4. RFx draft
5. RFx posting and submissions
6. RFx evaluation
7. Contract development
8. Contract award
9. Contract management
10. Dashboards
11. Reports
12. Training
13. Support desk services

Optional:

14. Other solution related functionality and services

The ideal Solution would be one that includes all the tasks and services under a SINGLE Solution and not as a combination of software applications.* As much as possible, all tasks will be completed within the Solution and would not require exiting the Solution to perform functions. This includes staff and Vendor communications, document development, document posting, evaluations, dashboards, reports and other eProcurement related tasks.

* Software applications include email portal, Microsoft Word and Excel, posting portal. Deviations from this may be allowed in some circumstances depending on the task that needs integration.

B. eProcurement Solution Components

The Scope of Work below has been transferred to **Appendix B: Solution Specifications Checklist,** and identifies the specifications of the County's ideal Solution. This is a description to give insights to the procurement process and functionality needs of the County.

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Specifications:

- REQUIRED for a proposed Solution to fulfill all of the title specifications listed from 1 – 13
- NOT a requirement for a proposed Solution to fulfill all of the sub-title specifications (though the more specifications a Solution has the stronger a match it is to the County's ideal solution)

The Solution is REQUIRED to be **multi-tenant** with periodic software updates.

The following solution components describes the capabilities of the ideal eProcurement solution.

1. Vendor portal

1.1 Accessible to vendors for their own account entries
1.2 Free for vendors to use
1.3 Vendors can submit documents (e.g. W9 and insurance)
1.4 Collect data on vendors related to diversity, geography, small business status, etc.
1.5 Vendors can receive contract transaction data and receipt acknowledgements electronically
1.6 Vendors can submit invoices
1.7 Ability to submit, store and view invoice transactions
1.8 Vendor registrations are checked against databases (e.g. SAM.gov)

2. Solicitation Development

2.1 Library of solicitation templates
  2.1.1 The library of solicitation templates has configuration availability for specific organizational and sub org views
  2.1.2 The library will have management access for importing and purging documents
  2.1.3 The library will have functionality in place to prevent duplicates of specified items
2.2 System generates RFP number
2.3 Collaborative writing/development of the solicitation document (multiple writers)
2.4 Edits to documents will show in track changes
2.5 The solicitation creation process will support multiple roles during the authoring and approval process
  2.3.1 Multiple users can have authoring/edit access to a single document
  2.3.2 Approval workflows are available for pre-issue, pre-award and final award
  2.3.3 Ability to add ad-hoc approvers and invite collaborators for the solicitation evaluation process
2.6 Track changes for solicitation edits
  2.4.1 Fully automated audit history of all solicitation activities with date and timestamps
  2.4.2 Ability to pull a report on user timelines during solicitation cycle to track process cycle timelines and KPIs
2.7 Automated solicitation checklist for project
2.8 Automated solicitation calendar which shows progress

3. Purchasing

3.1 Option to conduct price-only bids
3.2 Instant price/cost analysis (automatic population of data for price tabulation and for use in purchasing template)
  3.2.1 Weighted average unit pricing availability based on historical pricing
  3.2.2 Automated bid tabulation with analysis availability

4. RFx draft

4.1 Creation of project request
4.2 Project requisition

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4.3 Assignment of project to staff
4.4 Searchable document library of RFx documents
4.5 Approval of RFx document by stakeholders
4.6 Capability to assign to workflows, collaborate and auto notify
4.7 Searchable document library of RFx documents
4.8 Approval of RFx document by stakeholders
4.9 Ability to assign multiple approvers to a specific document with audit history and automated prompting of approval request to the approver

5. RFx posting and submissions

5.1 Ability to create private solicitation that is sent to targeted suppliers for informal solicitations
5.2 Posting of RFx document
5.3 Notifying vendors of RFx posting by NIGP code
5.4 Communication notifications (e.g., send notice to proposers about RFx updates)
5.5 Capable of scheduled notifications and automated notifications
5.6 Accept proposer questions and ability to submit responses
5.7 Submission of proposal documents
    5.7.1 Submission checklist for proposers to ensure that all required documents have been submitted

6. RFx evaluation

6.1 Ability to have staff and non-staff evaluators use the Solution for evaluations
6.2 Variety of evaluation processes to select from and to set hierarchy (e.g. pass/fail, numerical qualitative scoring, bonus point allocations and quantitative fee proposal)
6.2 Automatic calculation of evaluator scores to determine proposal score and ranking
6.3 Embedded conflict of interest forms for evaluators
6.4 Capability to retain the evaluation audit trail and pertaining documents (attachments).
6.5 Capability to publish evaluation attachments in the Solution

7. Contract development

7.1 Templates library
    7.1.1 Library of solicitation, contract and contract amendment templates which has configuration availability for specific organizational and sub org views
    7.1.2 Library will have functionality in place to prevent duplicates of specified items
    7.1.3 Library can include other types of procurement templates (e.g. Board documents, revenue agreements, other types of agreements etc)
7.2 Contract clause library
7.3 Contract approvals at different levels (e.g. program, attorney, technology, executive levels)
7.4 Aids in the development of the contract document
    7.4.1 Ability to do an automated flip of a solicitation to a contract template upon finalization of the solicitation award and approval of award
7.5 Collaborative writing for contract documents
7.6 Capability to import and export documents within the Solution
7.7 Inclusion of trackable performance measures
7.8 Collaborative writing/development of the contract document (multiple writers)
7.9 Edits to documents will show in track changes
7.10 Automated contract checklist
7.11 Calendar that tracks the project progress

8. Contract award

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8.1 Digital signature of contract by stakeholders
8.2 Ability for contractor to submit bond verification documents

9. Contract management

9.1 Automatically tracks contract data for use in dashboards and reports
9.2 Automatic communication around document renewals to vendors (contract and insurance)
  9.2.1 Automated notifications to buyer and vendors when expirations are approaching
  9.2.2 Ability to schedule notifications
9.3 Automatic tracking of contract amount details such as: contract spend, invoices paid, encumbrances etc.
9.4 Monitors performance measures
  9.4.1 Vendor performance analysis within the solution display and exportable
  9.4.2 Display flags in performance view that show the user that the vendor is disbarred or pending any other approval requirement
  9.4.3 Automated notifications to buyers when vendor is below compliance thresholds

9.5 Ability to upload documents that were executed outside of the Solution
9.6 Ability to create and approve contract amendments within Solution
9.7 Ability to create and approve task orders within Solution
9.8 Ability to view agreements executed by the County (by all County departments)
9.9 Ability to keep confidential contracts to department view only

10. Dashboards

10.1 Automatic dashboards views at various levels: staff, management, executive leadership
  10.1.1 Executive (read) level dashboards have separation of duties from staff (creation)
10.2 Solicitation dashboard about project progress
10.3 Contract dashboard about progress, status and expiration
10.4 Team performance index (e.g. staff assignments and project status)

11. Reports

11.1 Ability to write parameters for new reports
11.2 Report on data such as vendor analytics*, vendor diversity, departmental contracts, departmental spend, contract spend etc
11.3 Report on spend analytics, daily operations, managerial oversight and audit awareness
11.4 Departmental performance measures
11.5 Other customized reports on an as-needed basis
11.6 Export reports
11.7 Projected cost savings
  11.7.1 Spend Analytics should be robust with capability of capturing, encumbrances, and posted entries

*Vendor analytics would at minimum include tracking small business status, geographical location, diversity, contracts awarded and total spend.

12. Training

12.1 Procurement level (super users) training
12.2 Staff level (intermittent users) training
12.3 Executive level (approvers) training

The ideal Solution would be intuitive and easy to use, thus requiring minimal training to get staff started in the using the Solution.

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13. Support desk services for:

13.1 Vendor questions and registration assistance
13.2 Staff navigating the system
13.3 System administration
13.4 Tracking, escalation and resolution of defects, enhancements, and bug injections
13.5 Release scheduled communications and release notes

14. Other solution related services

14.1 Construction solicitation and contracting
14.2 Automated response to Public Records Act (PRA)
14.3 Federal Risk and Authorization Management Program (FedRAMP) certified
14.4 Ability to create separate accounts for additional organizations (on the County's platform with separated data)

C. Organization Size and Staffing

The Solution will be used by all County departments as well as the Procurement Division. Each department will identify a lead procurement staff member that will be trained on the new Solution. The medium to large departments may identify staff from each Division or have a Procurement Team that would be trained on the new Solution.

Staffing:
As of December 5, 2022, the County employs 7,000 staff members.

It is estimated that there will be 150+ super users utilizing the Solution daily. There will be an additional 200+ reviewers/approvers/other functions who will utilize the Solution periodically on an as-needed basis.

The Procurement Division has 8 staff members: 2 managers, 5 buyers and 1 administrative support person. The Procurement Division is responsible for all Purchasing equal to or more than $5,000.

Contracting is decentralized with Departments being responsible for their own projects.

Organization:
In FY 2021-22, the adopted budget was $3.2 billion, however the total budget spend was $2.3 billion mainly due to deferred capital projects.
In FY 2022-23, the adopted budget is $3.6 billion

The total amount procured by the County in FY 2021-22 was $373,787,323
This spend was split between:

- Purchasing $68,383,191
- Contracting $305,404,133

D. Timeline

Following is the estimated timeline for this project:
2023

- July: Turn on Vendor Portal and report on vendor data
- August: Turn on Solution for first department
- February: Turn on Solution for last department

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E. Project Manager

The Contractor should assign an experienced Project Manager to work with the County to implement the solution with the County. The Project Manager should have experience guiding a large organization through a well thought out and phased approach to implementing the full solution for numerous stakeholders.

The Project Manager will work the County's Project Manager to develop and execute the implementation plan.

F. Technology/Security Requirements

The solution will need to accommodate the following technology and security components. The components below have been transferred to **Appendix C: Technology Specifications Checklist.** The technology components shall include but are not limited to:

1. **Security Requirements**
   - 1.1. Solution must support identity identification and authentication integration. Security Assertion Markup Language (SAML) is the preferred choice, and integrate with OKTA SSO.
   - 1.2. Multifactor authentication must be enabled
   - 1.3. Access permissions must allow for privileges to be assigned to individuals as well as groups in the support of "roles" (Data Entry, Approver, Auditor, Administrator).
   - 1.4. Ensure sitewide SSL and enable HTTP Strict Transport Security
   - 1.5. Protect against SQL injection and DoS exploits
   - 1.6. Administrative and security controls such as, performance monitoring, event monitoring, vulnerability assessments, etc.
   - 1.7. Solution must provide patching processes including, but not limited to: security fixes and updates
   - 1.8. Network defenses including, but not limited to: logging, audit capabilities, vulnerability testing/scanning
   - 1.9. Disaster recovery plan including, but not limited to: backup and restore
   - 1.10. Data storage and hosting must include separate tenancy and be situated within the United States with availability for additional storage
   - 1.11. APIs are tested for potential exploits
   - 1.12. Solution must support multiple environments, including but not limited to: production, training, testing/development

2. **Integration**
   - 2.1. (Required) One way integration from Workday, the County's HR system, to the solution to establish role hierarchy for workflow and approval structure, establish security roles, and ease accounting provisioning and setup
   - 2.2. (Required) One way integration from OFAS, the County's Financial Accounting System, to the Solution to provide payment and PO data.
   - 2.3. (Desired) Integration to and from Granicus, the County's system and library of Board of Supervisors (BOS) resolutions and memorandum, to and from the solution to export contracts and PO's that require the review and approval of the BOS.

G. Implementation and Training

The contractor shall provide a realistic implementation and training plan and schedule (counted in weeks) for roll out of the Solution to a large organization. The contractor shall also identify if implementation will be

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completed through in-house team or 3rd party provider, and that the implementation (however it is handled) will meet the project timeline as set by the County.

H. Solution Sharing

This Solution will be procured for the use by the County of San Mateo. In addition, the Solution may be made available to the 20 cities within the County of San Mateo and other governmental organizations.

The Solution should allow the additional organizations to use the infrastructure set up by the County but keep the contents of the various organizations separated. Each organization would have their own accounts on the same platform. It is estimated that smaller organizations would have 1-2 users. Larger ones may have 10.

I. Solution Updates

The Solution is updated on a regular basis with new functionality. The release schedule will be communicated in advance to allow the client to perform full regression testing with each release. Validation testing of release must be performed in the testing environment and approved for functionality prior to deployment to production by the client.

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III. Submission Requirements

A. Submission Deadline

Proposals must be electronically received by **5:00 PM PST,** on **May 15th, 2023**via Public Purchase™ (details below)**.**

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase™ submission time will be the official submission time. The County will not be responsible for and will not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase™ system.

NOTE: The County does not maintain the Public Purchase™ system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase™ using the chat portal via link below or email Vendor Support at support@thepublicgroup.com:

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

https://www.publicpurchase.com/gems/register/vendor/register

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase™ and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase™ system.

C. Submission via Public Purchase™

1. Submission of Proposals:

1.1 Required documents

The following documents should be submitted as separate files following the instructions below:

- Technical Proposal
- Appendix A: Minimum Qualifications Checklist
- Appendix B: Solution Specifications Checklist
- Appendix C: Technology Specifications Checklist
- Appendix D: Fee Proposal

The documents shall follow the following standard naming convention:
[“RFP #” “Proposing Firm”_“Document Name””. “File Type”]
For example: “RFP 1468_County of San Mateo_Appendix B.PDF”

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1.2 Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase™ website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase™ submission time will be the official submission time. Contact Public Purchase™ with technical questions regarding the site. The County will not be responsible for and will not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase™ system. Late submissions will not be considered.

1.3 Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase™ site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

1.4 Format

Documents should be created in the following format:

- Text be unjustified (i.e., with a ragged-right margin)
- Pages have margins of at least 1" on all sides (excluding headers and footers)
- Font size 11
- If the proposal is lengthy, please include a Table of Contents
- PDF format is preferred

Documents that are difficult to review due failure to adhere to the above formats may be deemed non-responsive.

2. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities but such waiver will not modify any remaining RFP requirements.

D. Technical Proposal (Maximum of 28 pages)

***NOTE*:** One (1) page of content is measured as 1-sided letter sized page.

Pages that exceed the maximum page limit will not be reviewed or scored.

Firms interested in responding to this RFP should submit the following information, in the order specified below:

1. **Introduction and Executive Summary** (up to 1 page)

   Submit a letter of introduction and executive summary of the proposal. The letter should contain:

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- Name, title and contact information (email, phone and address) for representative of proposing firm who is responsible for communication related to this RFP
- Signature of person authorized to obligate firm to perform the commitment contained in the proposal

Submission of the letter will constitute a representation by firm that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

2. **Statement of Minimum Qualifications** (checklist not included in page count)

   Describe how the firm meets the minimum qualifications as set forth in **Section IV. 1 – Minimum Qualifications** of this RFP, and with the completion of **Appendix A: Minimum Qualifications Checklist**

   Submission of the Appendix A: MQ checklist does not negate the requirement to provide a detailed written response.

3. **Solution Specifications Checklist** (spreadsheet not included in page count)

   Describe how the Solutions meets the qualifications as set forth in **Appendix of B: Solution Specifications Checklist** of this RFP.

   Submission of **Appendix B: Solution Specification Checklist**, does not negate the requirement to provide additional details about the minimum qualifications in the technical proposal.

4. **Technology Specifications Checklist** (spreadsheet not included in page count)
   Describe how the Solutions meets the qualifications as set forth in **Appendix of C: Technology Specifications Checklist** of this RFP.

   Submission of **Appendix C: Technology Specification Checklist,** does not negate the requirement to provide additional details about the minimum qualifications in the technical proposal

5. **Project Approach** (up to 16 pages)

   Describe the services and activities that your firm proposes to provide to the County. Include the following information:

   4.1 Describe how the proposed Solution meets the ideal Solution that is described in Section II: SOW

   4.2 Briefly describe any of the items in Section B.14 Optional that the firm can offer

   4.3 Describe the implantation plan and timeline, clarify if implantation services will be provided by in-house staff or sub-contractor. If by sub-contractor please specify the firm and their experience.

   4.4 Describe the approach for data migration into the Solution

   4.5 Describe how the firm will complete the project within the County's required time frame noted in Section II. D.

   4.6 Detail the training plan and timeline for different levels of staff usage, detail if the training services will be provided by in-house staff or sub-contractor. If by sub-contractor please specify the firm and their experience.

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4.7 Detail how the Solution will meet Section II.F – Technology/Security Considerations

4.8 Describe the innovations that your firm will provide for this Solution that makes it stand out in the marketplace, including but not limited to efficiency, technology and reporting.

4.9 Describe the process the Cities and other governmental organizations will go through to use the Solution. Detail how the Solution will be shared but each entity will be kept siloed.

5. Firm Qualifications (up to 4 pages)

Provide information on your firm's background and qualifications which addresses the following:

5.1 A brief description of the firm

5.2 If joint venture or subconsultants are proposed, provide information on how they will be used in the project

5.3 Describe the updates to the Solution that are planned for the next 12 months

5.4 A description of not more than three (3) projects similar in size** and scope that have been completed within the last five (5) years by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project.

** Size in this case is an organization with 100+ procurement super users in the Solution and other details as provided in Section II.C: Organization Size and Staffing

6. Team Qualifications (up to 6 pages)

6.1 Provide a chart identifying:

6.1.1 Project team and reporting structure
6.1.2 Lead project manager
6.1.3 Role each person will play in the project

6.2 Provide a brief description of the experience and qualifications of the project team members, including short resumes if desired. Identification of the lead project manager is required.

6.3 Provide two (2) references for the project manager including contact information and project details (if they are not repeated from section 5.4 above) for Solution implementation projects that have been completed in the last year.

6.4 Written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.

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7. **References** (up to 1 page)

   Identify two (2) recent (projects completed within the last 12 months) client references and provide the following information for each: contact name, title, organization, email address, and telephone number.

   References should be from other public agencies with projects (by users) of a similar size.

8. **Fee Proposal** (**not** included in technical proposal page count)

   Submit information in **Appendix D: Fee Proposal**, as a **separate document**.

   Fees and Hourly rates may be used to negotiate changes in the Scope of Work, if necessary.

   Approved hourly direct labor rates, if any, as of the effective date of this proposal will be specified in the agreement, and shall remain in effect for the of three (3) years

   The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

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IV. Evaluation and Selection Criteria

A. Minimum Qualifications (MQs)

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the submission deadline shall be determined to be non-responsive and not eligible for further consideration in the evaluation process.

Proposer is defined as the prime firm, organization, or joint venture that is submitting a proposal for this RFP. Solution is defined as the eProcurement Solution offered by the Proposer.

Proposers must meet the following Minimum Qualifications:

1. Proposer shall have at least three (3) years of experience within the last five (5) years immediately preceding the issuance of this RFP in providing an eProcurement solution product.

2. Proposer shall have completed at least two (2) eProcurement projects, for at least 100 users, within the last four (4) years, for at least two (2) public entities that serve populations of at least 750,000 people, one (1) of which must have been in the State of California.

3. Project Manager shall have a minimum of two (2) years of experience implementing the Solution with large organizations within the last five (5) years immediately preceding the issuance of this RFP.

4. Proposer is registered and in good standing with SAM.gov® (https://sam.gov/content/home).

Solution is required to include the following components:

1. Multi-Tenant
2. Vendor portal
3. Solicitation development
4. Purchasing
5. RFx draft
6. RFx posting and submissions
7. RFx evaluation
8. Contract development
9. Contract award
10. Contract management
11. Dashboards
12. Reports
13. Training
14. Support desk services

B. Selection Criteria

The proposals will be evaluated by a selection committee with relevant expertise. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to **three (3)** proposers with the highest scoring proposals will be interviewed by the committee to make the final selection.

The selection committee will only review and score the Technical Proposals. The Fee Proposal score will be calculated and added to the Technical Proposal score. The sum of these two scores will equal the final score.

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Technical Proposal (Total of 320 Points)

Appendix A: Minimum Qualifications Checklist will be evaluated on a pass/fail basis.

1. **Project Approach** (**90** points)

   1.1 Demonstrates a clear understanding of the requested ideal Solution detailed in Section II - SOW and how the proposed Solution meets the project request
   1.2 Feasibility of the project implementation plan
   1.3 Complexity of the data migration plan
   1.4 Ability to complete the project within the County's timeline
   1.5 Ease of use of the system vs hours of training needed to get started
   1.6 Ability to meet the technology considerations
   1.7 Usefulness of innovations and how developed the Optional services are
   1.8 Ability for the Solution to be siloed for use by other governmental entities

2. **Firm Qualifications** (**20** points)

   2.1 Relevant expertise of the firm for implementing the Solution with a large organization
   2.2 Usefulness of the solution updates that are planned for the next 12 months
   2.3 Results of reference checks

3. **Team Qualifications** (**40** points)

   3.1 Expertise of the lead project manager for managing and implementing projects of this size with a large organization
   3.2 Expertise of assigned staff in the subject area and description of the tasks to be performed by each staff person
   3.3 Reasonableness of proposed staffing level and allocation plan.
   3.4 Results of reference checks

4. **Appendix B: Solution Specifications Checklist (90 points)**

   Appendix B: Solution Specifications Checklist lists the specifications of the County's ideal Solution. Each specification item that is fulfilled within the solution will receive 3 points, each item that is integrated will be 2 point and items that are not in the Solution will score 0, with a total available of 321. The final score will be adjusted to a weight of 90 points within the overall technical proposal.

5. **Fee Proposal** (**80** points)

   The fee proposal will be scored qualitatively by the evaluation panelists, and quantitatively by the fee proposal method listed below by the Procurement staff.

   The table below explains the method by which the fee proposal is scored. The lowest cost proposal will receive the maximum number of points assigned to the fee proposal evaluation criteria. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of their respective total fee proposed and then multiplying the resulting number of the maximum number of points available to receive the proposer's score.

   Sections 8.1 and 8.2 of the Fee Proposal will be summed to determine the proposer's total cost.

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For example, if a total of 50 points are assigned to evaluate the fee proposal, Firm A offers the lowest fee proposal of $1000 receives all 50 points. Firm B is the next lowest proposal that offers $1200 receives a score of 41.5 points ($1000 divided by $1200 multiplied by 50 points). Firm C has the highest proposal that offers $1500 and receives a score of 33 points ($1000 divided by $1500 multiplied by 50 points).

Firm	**Firm A**	**Firm B**	**Firm C**
Total Cost	$1000	$1200	$1500
Calculation	-	$\frac{1000}{1200}$	$\frac{1000}{1500}$
Points Achieved %	1.0	0.83	0.66
Points (Max 50)	50	41.5	33

6. Oral Interview (**50** points)

Following the evaluation of the written proposals, the **three (3)** proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers.

- **Demonstration**: Ease of use of the Solution and how the Solution functionality matches the County's Solution specifications.
- **Experience**: Relevance of the team experience as demonstrated by types and complexity of previous work presented. Evidence of the expertise that the team brings to the project.
- **Approach to Implementation**: Understanding of the key long-range and short-range implementation issues that affect the project. Quality of the insight or conceptualization of the issues relevant to the project.
- **Communication**: Quality of the written and graphic communication used to represent the skills of the team. Clarity of the organization and exposition of the Solution and the presentation.
- **Breadth**: Degree to which the technical expertise is complete for the anticipated scope of work. Evidence that the team is structured for a comprehensive approach.
- **Management**: Evidence that previous work was well managed, within budget, and on-time. Documentation of relevant problems and how they were resolved.
- **Innovation**: Solution functions have demonstrated excellence and clear understanding of the needs of governmental procurement

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V. Instructions to Proposers

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on **April 13th, 2023** at **11:00 AM PST,** to be held at **virtually. RSVP interest in attendance by emailing Michael Jo, MJo@SMCGov.org, and for meeting invitation details.** All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase™.

Proposers are encouraged to attend the pre-proposal conference. The date, time, and location can be found in Section I. B. Schedule. Questions asked at the pre-proposal conference may be answered verbally; however, verbal answers are not binding. Questions asked at the pre-proposal conference will be documented and included with answers on an RFP addendum that includes all questions and answers, both from the pre-proposal conference and from questions submitted to Public Purchase™. The County makes no guarantee that all verbal questions asked at the pre-proposal conference will be answered (See B. 1.1 below). No answers are official until they are posted in an RFP addendum.

B. Communications

1. All questions must be submitted to Public Purchase™ no later than the questions deadline stated in Section I. B. Schedule. To guarantee that questions asked at the pre-proposal conference are officially answered, proposers are encouraged to submit those questions in writing to Public Purchase™ by the deadline as well.

2. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase™, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

3. Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

C. Contract Award

Violation of the following prohibitions may result in a proposer being found non-responsible and barred from participating in this and future procurements.

1. Award Procedure

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached template, executed by the appropriate authority.

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2. Notice of Intent to Award

If a decision is made to take steps to enter into an agreement with one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. Notice may instead be provided by including approval of the agreement as an item on an agenda for a meeting of the Board of Supervisors.

3. Commencement of Performance

After all parties have signed the Agreement, the County will notify the contractor and performance may proceed. Prior to execution of the Agreement by the County, no County employee may authorize work under the Agreement. Any work performed prior to the full execution of the Agreement will not be uncompensated.

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VI. Terms and Conditions for Receipt of Proposals

A. Errors, Omissions and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to notify the Department via Public Purchase™ if the proposers discover any ambiguity, discrepancy, omission, or apparent error in the RFP. Such notification should be made promptly after discovery, but in no event later than five business days prior to the deadline for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department, via Public Purchase™, setting forth with specific grounds for the objection.

C. Addenda

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as Addenda on Public Purchase™. No other revisions of this RFP are valid. Proposers shall be responsible for ensuring that their proposals reflect any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult Public Purchase™ frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the proposed agreement term and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision or Withdrawal of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. If the proposer desires to submit a replacement proposal, the proposer must submit the replacement proposal as instructed in this RFP on or before the proposal due date.

A proposer may withdraw a proposal at any time before the deadline for submission of proposals. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

F. Errors and Omissions in Proposal

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities but such waivers will not modify any of the remaining RFP requirements.

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G. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

I. Financial Responsibility

The County shall have no financial responsibility for any costs incurred by a firm in responding to this RFP.

J. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements agreement, the goods and services requested by the County may be less than the maximum value of the agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the agreement.

K. Public Record

1. General

1.1 All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.

1.2 Any contract arising from this RFP will be a public record.

1.3 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer.

1.4 Submission of any materials in response to this RFP constitutes:

a. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and

b. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and

c. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and

d. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

In rare circumstances where there is an expectation that proposers will need to submit trade secrets or other confidential information in order to respond to an RFP, the following provision should be added:

2. Confidential Information

2.1 Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.

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2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

2.3 Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.

2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a RFP;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Cooperative Agreement (Piggyback)

This competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of any agreement resulting from this solicitation may be used by other organizations as a Cooperative Agreement.

This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee any additional orders will result. At their discretion, and subject to their own procurement policies, interested organizations may make use of this competitive procurement and contract directly from the awarded contractor.

[The remainder of this page intentionally left blank.]

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VII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org
Subject: RFP Name and Number

[The remainder of this page intentionally left blank.]

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Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your firm's Proposal

I, Insert Name, am a Insert Title at Insert Firm and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the submission deadline shall be determined to be non-responsive and not eligible for further consideration in the evaluation process.

Proposer is defined as the prime firm, organization, or joint venture that is submitting a proposal for this RFP. Solution is defined as the eProcurement Solution offered by the Proposer.

Proposers must meet the following Minimum Qualifications:

- ☐ Proposer shall have at least three (3) years of experience within the last five (5) years immediately preceding the issuance of this RFP in providing an eProcurement solution product.
- ☐ Proposer shall have completed at least two (2) eProcurement projects, for at least 100 users, within the last four (4) years, for at least two (2) public entities that serve populations of at least 750,000 people, one (1) of which must have been in the State of California.
- ☐ Project Manager shall have a minimum of two (2) years of experience implementing the Solution with large organizations within the last five (5) years immediately preceding the issuance of this RFP.
- ☐ Proposer is registered and in good standing with SAM.gov® (https://sam.gov/content/home).

Solution is required to include the following components:

- ☐ Multi-Tenant
- ☐ Vendor portal
- ☐ Solicitation development
- ☐ Purchasing
- ☐ RFx draft
- ☐ RFx posting and submissions
- ☐ RFx evaluation
- ☐ Contract development
- ☐ Contract award
- ☐ Contract management
- ☐ Dashboards
- ☐ Reports
- ☐ Training
- ☐ Support desk services

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Required Registration

Check box to indicate your firm is registered and in good standing with the System for Award Management (SAM.gov®, https://sam.gov/content/home)

☐ Registered as Business Name

UEI No. Business Number

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature:_____

Date: Click or tap to enter a date.

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COUNTY OF SAN MATEO
PROCUREMENT
DIVISION

455 County Center
4th Floor
Redwood City, CA 94063

July 5th, 2023

TO: **All Proposers**

RE: **Intent to Award for RFP No. 1486 – eProcurement Solution**

This is a Letter of Intent to Award regarding Request for Proposal (RFP) No. 1486 – eProcurement Solution issued by the San Mateo County (the "County") on April 10th, 2023. The County has evaluated the proposals received using the evaluation criteria identified in the RFP, and is hereby recommending that the County enter into an agreement with:

- **OpenGov Inc.**

The Proposer listed above had the required qualifications and received the evaluation team's highest ranking. The award decision is conditioned upon final approval by the Departmental Director or the Board of Supervisors.

Thank you for your interest in doing business with the County of San Mateo.

Sincerely,

Yen Pang – County Contracts Manager

Serving those who serve our community
County of San Mateo
Human Resources Department

COUNTY OF SAN MATEO CALIFORNIA

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Exhibit A

1.	General Description of RFP	eProcurement Solution
2.	List key evaluation criteria	Minimum Qualifications Software Specifications Technology Specifications Fee Proposal Interview
3.	Where advertised	Public Purchase
4.	In addition to any advertisement, list others to whom RFP was sent	Agiloft Inc. Bonfire Interactive LTD Cobblestone Software ColbiTech Coupa Easibuy GHD Services Holmes and Associates IBISworld Icertis Ivalua Jaggaer Mercell (Negometrix) OpenGov Periscope Holdings Premikati Proactis SAP Secure Internet Commerce Network Sirion Labs Sysoft Workday
5.	Total number sent to prospective proposers	22
6.	Number of proposals received	10

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7.	Who evaluated the proposals	Procurement Division – Jas Sandhar (Procurement Manager) Human Services Agency – Yvonne Kollings (Financial Services Manager II) Controllers – Patrick Enriquez (Deputy Controller) County Executive's Office – Roberto Manchia (County Chief Financial Officer) Department of Public Works – Tory Newman (Deputy Director, Facilities Services) San Mateo Medical Center – Sau Vong (Administrative Services Manager)
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Bonfire Interactive – Kitchener, Ontario, Canada Cobblestone Systems – Lindenwold, NJ Coupa – San Mateo, CA Icertis – Bellevue, WA OpenGov – Redwood City, CA Pantheon inc. – San Francisco, CA SAP – Walldorf, Germany Jaggaer – Morrisville, NC Sysoft – New York City, NY

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF A MASTER SERVICE AGREEMENT FOR INTERNET SERVICES WITH HURRICANE ELECTRIC, LLC (CITY COUNCIL)

I. SUMMARY

On April 2, 2024, City Council approved a contract with EvoDC, LLC for colocation racks, power and controlled HVAC services to accommodate City IT equipment at a Los Angeles regional data center. The colocation site serves as a component of the City's IT Disaster Recovery Protocols. The City currently requires internet connectivity at the colocation site to operate equipment remotely. City staff obtained a competitive quote from Hurricane Electric, LLC to provide internet services at the City's colocation site.

The competitive quote of $4,680 per year is within the City Manager authority or Director authority for approval. However, the contract language requires approval by City Council as a vendor agreement with specific contractual terms that differ from the City's standard vendor agreement terms, and where the vendor does not permit changes to its contract. The internet services agreement will serve to support the City of Carson's regional data center as a component of Carson's IT Disaster Recovery Protocols.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Master Service Agreement with Hurricane Electric, LLC for IP Transit for an amount not to exceed $23,400 for a total term of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson acquired colocation space at regional data centers to enable initiation of several critical network and server upgrade projects. The City requires internet connectivity at the regional data centers to connect to the City's equipment for remote operation.

City staff received a competitive quote from Hurricane Electric, LLC for internet connectivity at the Los Angeles regional colocation site. Hurricane Electric, LLC was selected to provide internet connectivity for a 5-year term. Hurricane Electric's proposed costs are competitive and within the City's budget. The vendor provides internet services for the annual cost of $4,680 with zero rate increases for a 5-year term, and has waived the non-recurring installation costs.

Legal Analysis:

The contract contains several clauses that are typically not agreed to by the City. Some examples of such clauses are below:

- The City is required to indemnify vendor for various claims, such as those arising from City's use of the services alleging (a) infringement or misappropriation of any intellectual property rights, defamation, libel or slander; (b) any loss or injury suffered by another vendor customer; or (c) any damage arising from City's equipment.
- Vendor's maximum liability on the contract is the amount of fees paid by City during a one month period.
- The contract will automatically renew after the 5-year term unless terminated within a prescribed period and there's no ability for the City to terminate for convenience which means City staff will need monitor the contract closely.

While this contract is under the City Manager's expenditure authority, the City Attorney has advised that the City Manager's authority to approve expenditures and contracts under the Purchasing Ordinance does not include the authority to approve indemnity obligations because indemnity obligations can be limitless. This is the reason the City Council is being asked to consider approval of the Hurricane contract.

V. FISCAL IMPACT

The cost associated with the 5-year contract with Hurricane Electric, LLC. is not to exceed the amount of $23,400. The one-time installation fees are waived, and the annual internet services cost of $4,680 is included in the current FY2025-26 budget. The Information Technology & Security Department will include the annual service cost of $4,680 in the proposed FY2026-27 and subsequent fiscal years.

Fiscal Year	Amount	Account Number
FY2025-26	$ 4,680.00	101-54-520-101-6020
FY2026-27	$ 4,680.00	101-54-520-101-6020
FY2027-28	$ 4,680.00	101-54-520-101-6020
FY2028-29	$ 4,680.00	101-54-520-101-6020
FY2029-30	$ 4,680.00	101-54-520-101-6020

Total	**$ 23,400.00**	101-54-520-101-6020

VI. EXHIBITS

1. Hurricane Electric, LLC Master Serivce Agreement
2. Order Form Hurricane Electric LLC

Attachments

Contract Hurricane Electric LLC.pdf
Order Form Hurricane Electric LLC.pdf

Hurricane Electric
760 Mission Court
Fremont, CA 94539
Telephone +1 510 580 4100

Master Service Agreement

This Master Service Agreement (the "Agreement") is between Hurricane Electric, LLC. ("Hurricane") and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer's Order(s). Hurricane will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. Service Fees and Billing. Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, "Fees"). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 Initial Payment. Upon Hurricane's acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month's Fees which shall be due within thirty (30) days after the execution of this Agreement.

2. Recurring Fees. Hurricane will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of: (a) the date that Customer starts using the Service or installs Customer Equipment in Hurricane's premises (b) within thirty (30) days after the Ready For Service Date. If, however, Customer is unable to use the Services due solely to delays caused by and within the reasonable control of Hurricane, then the date on which monthly Service Fees billing begins will be extended by one day for each such day of delay.

3. Payment. Customer will pay in full all invoices from Hurricane in U.S. dollars within thirty (30) days of the date of invoice. Late payments will accrue interest at a rate of one and one-half percent (1 ½%) per month or the highest rate allowed by applicable law, whichever is lower. If payment is returned to Hurricane with insufficient funds, Customer is considered to not to have paid and subject to a returned check charge of $25 and may be terminated for Nonpayment as described in 13.1.

4. Local and Long Distance Carriers. Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from Hurricane.

5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. Hurricane is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

6. This paragraph intentionally deleted.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. HURRICANE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HURRICANE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. Hurricane does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. Hurricane cannot guarantee that such situations will not occur and, accordingly, Hurricane disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, Hurricane shall have the right to suspend the Service. Hurricane shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value.

10. Limitations of Liability.

10.1 Personal Injury. Hurricane will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than Hurricane's gross negligence or willful misconduct.

10.2 Damage to Customer Equipment. Hurricane is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than Hurricane's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to Hurricane for one month's service, whichever is lower.

10.3 Damage to Customer Business. In no event will Hurricane be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if Hurricane is advised of the possibility of such damages. Hurricane will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in Hurricane's service whether due to equipment, hardware, software, or Hurricane's failure to correct the same.

10.4 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, Hurricane's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to Hurricane for one month's service.

11. Customer will indemnify, defend and hold harmless the Hurricane Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other Hurricane customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by Hurricane's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse Hurricane for the expense and cost of handling such claims including, without limitation, legal fees.

12. Term. This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below, provided, however, that each Order shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Order not more than 90 days and not less than 30 days prior to the end of the Term specified in the Order.

12.1 Rate Adjustments. After the initial term, Hurricane Electric has the right to increase rates by giving Customer 90 days advance notice of its intention to do so. Customer may terminate service within the 90 day period or continue to use service and pay the increased rate.

13. Termination.

13.1 Nonpayment. Hurricane may suspend Service to Customer if any amount due hereunder is not paid in full within fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, Hurricane will require payment of the overdue amount. Hurricane may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within thirty (30) days after Customer is sent an overdue notice.

13.2 Bankruptcy. Hurricane may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

13.3 Unacceptable Use. Hurricane may immediately terminate this Agreement if Customer violates any provision of the Hurricane Acceptable Use Guidelines that results or could result in suspension by Hurricane.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

13.5 Hurricane shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that Hurricane's rights to use the facility terminates or expires for any reason.

13.6 Effect of Termination. Upon expiration or termination of this Agreement: (a) Hurricane will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from Hurricane’s premises and return the Colocation Space to Hurricane in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, Hurricane, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition, Hurricane reserves the right to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties’ respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

15. Miscellaneous Provisions.

15.1 Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other Hurricane premises, the Hurricane Equipment or any other real or personal property.

15.3 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

15.4 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.5 Notices. Any required notice hereunder may be emailed to billing@he.net, delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

15.6 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

15.7 Changes Prior to Execution. Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

15.8 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

15.9 Confidential Information. The terms and conditions of this Agreement, any Order(s) and other related Hurricane documents are confidential information.

16. General. This Agreement (including Appendix A and B below), together with the Order(s) and Hurricane policies referred to in this Agreement is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the Hurricane Master Service Agreement executed between Customer and Hurricane."

17. Definitions

"Bandwidth Fees" Fees for usage of bandwidth provided under this Agreement as set forth in the Order.

"Colocation Space" The physical area within Hurricane's Colocation facility identified in an Order.

"Customer Equipment" The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than Hurricane Equipment.

"Fees" Charges and fees for Services charged to Customer by Hurricane, exclusive of Taxes.

"Hurricane Equipment" All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by Hurricane.

"Hurricane Parties" Hurricane and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.

"Network" The network of routers, switches and circuits that are owned or controlled by Hurricane.

"Order" An order for Service prepared by Hurricane, submitted by Customer, and accepted by Hurricane. Hurricane is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services ("Quote"). Customer and Hurricane may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

"Personnel" refers to employees, representatives, agents, contractors, or subcontractors.

"Ready For Service Date" refers to the date Hurricane has delivered the Service ready for customer use.

"Service" All services, goods and other offerings provided by Hurricane under an Order pursuant to this Agreement.

APPENDIX A: INTERNET SERVICE

This appendix only applies if Customer is receiving Internet Service from Hurricane Electric.

A.1 Acceptable Use Guidelines. Customer will at all times comply with and conform its use of the Service to the Hurricane Acceptable Use Guidelines (set forth at Hurricane's website), as updated from time to time. In the event Customer violates Hurricane's Acceptable Use Guidelines, Hurricane shall have the right to immediately suspend Service. Hurricane will provide notice and opportunity to cure, if and to the extent Hurricane deems practicable, depending on the nature of the violation and availability of the Customer. Hurricane, in its reasonable discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

A.2 Updates. Hurricane may update the Hurricane Acceptable Use Guidelines from time to time by posting such updates on Hurricane's website. References herein to the Hurricane Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on Hurricane's web site. Hurricane shall notify Customer of any material changes to its policies and procedures.

A.3 Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use of Hurricane's facilities or other networks accessed through Hurricane. If Customer fails to cooperate with any such investigation, Hurricane may suspend Customer's Service. Additionally, Hurricane may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by Hurricane.

A.4 Address Space. Hurricane will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by Hurricane may only be used while a Hurricane Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request Hurricane to announce it via BGP at no additional charge.

A.5 Bandwidth Measurement. Bandwidth usage will be calculated by Hurricane using the 95th percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by Hurricane via SNMP from the Hurricane switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95th percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95th percentile.

APPENDIX B: COLOCATION IN HURRICANE ELECTRIC FACILITIES

This appendix only applies if Customer is receiving Colocation from Hurricane Electric in a Hurricane Electric data center.

B.1 Use of Space. Hurricane grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to Hurricane for any damage to the Colocation facility, Hurricane Equipment or equipment of other Hurricane customers caused by Customer, Customer Equipment, or Customer's personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data center.

B.2 Customer Equipment Installation and Removal. Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from Hurricane to access Hurricane premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, Hurricane will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay Hurricane's packaging fees and charges. Within five (5) days after authorization from Hurricane, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to Hurricane.

B.3 Designated Space. Hurricane will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by Hurricane. In that event, Hurricane may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as Hurricane shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

B.4 Electrical Power. Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with one 110 VAC 15A electrical circuit connected to its own circuit breaker. Any power strips provided by Hurricane are subject to the Limitations of Liability contained within this Agreement. Hurricane does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by Hurricane's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. Hurricane Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than 80 percent the rated number of amps on an electrical circuit (or in the case of shared cabinet customers more than the number of amps contracted) 1) Hurricane will notify Customer that they are over amperage on the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

B.5 Cross Connects. Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request one category 5e cross connect at no charge per Customer's nonadjacent cabinets, within Hurricane's facility at no additional charge. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by Hurricane and no cross connects shall be performed in any other manner or location, unless otherwise permitted by Hurricane in writing at its sole discretion. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to Hurricane (provided that, without

limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

B.6 Remote Hands Service. Customer may request Hurricane to perform "remote hands" service on Customer's equipment within Hurricane's facilities. Remote hands service involves Hurricane personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 4 hours of remote hands service per month at no charge. Remote hands service in excess of 4 hours is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the maintenance and replacement of its hardware. Hurricane does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless Hurricane against any loss, damage, cost and expense due to claims from Customer or third parties arising out of Customer's remote hands requests.

B.7 Access and Security. Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to Hurricane. Hurricane reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

B.8 Prohibited Uses. Customer shall not do or allow any use which in the opinion of Hurricane (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.

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

_____
Gary Carter, Director of IT & Security

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By: _____

Name:
Title:

By: _____

Name:
Title:
Address:

CUSTOMER

_____

Authorized Signature

_____

(print name)

_____

Title

_____

Date

_____

Company Name

_____

Address

_____

City, State, Postal Code

_____

Country

_____

Telephone

_____

Email

End of Hurricane Master Service Agreement.

HURRICANE ELECTRIC
INTERNET SERVICES

ORDER
CONFIDENTIAL

Hurricane Electric
760 Mission Court
Fremont, CA 94539

Date: November 12, 2025
Order Type: New
Term: 5 year, then month-to-month

Prepared For: Gary Carter
Company: **City of Carson**
Address: ,
Email: gcarter@carsonca.gov
Phone: (310) 952-1754

Prepared By: Valerie Turpen
Email: valeriet@he.net
Phone: +1 510 580-4127

Service Description: 10 Gbps IP Transit

One-Time Setup Charges

Description of Services	Qty	Unit Price	Extended Price
No Setup Fees			

One-Time Setup Subtotal: -

Monthly Service Rates (NEW)

Description of Services	Qty	Unit Price	Extended Price
IP Transit: 10 Gbps on 10GE port	1	$390	$390
Location: Digital Realty LAX10, 600 West 7th St., Los Angeles, CA 90017 United States			

Monthly Charges Subtotal: $390

Total (Initial Payment Due): $390

Additional Terms

Includes up to a /27 (32 IPv4 addresses, 3 of which are used for network, gateway, broadcast addresses).
For customers with direct IP Transit ports, includes up to 2 BGP sessions (each IPv4+IPv6) and up to two VLANs.
Customer is responsible for ordering cross connects to Hurricane Electric's equipment.
Pricing good if ordered within 30 days. All prices are in USD. Customer is responsible for any taxes.
This Order is not binding without an authorized signature together with a signed Master Service Agreement (https://he.net/msa.pdf).
This Order is confidential information.

Authorization

Client Signature

Date

Name & Title (Please Print)

Email Address

HURRICANE ELECTRIC
INTERNET SERVICES

ORDER
CONFIDENTIAL

Payment Information

Company Name: _____

Payment Type:

☐ Check # _____ (attached)
☐ Purchase Order # _____ (attached)
☐ Credit Card complete authorization below
☐ Wire Transfer
☐ Other: _____
_____

For Credit Card Orders:

☐ Use credit card on file: Confirm last 4 digits of card: _____
If expiration date and CVC/CVV# have changed, please indicate new information below

☐ Use new credit card:

Card Type: ☐ Visa ☐ Mastercard ☐ Amex
Account Number: _____
Expiry Date: _____
CVC Code: _____
Name on Card: _____
Billing Address: _____
_____

Signature: _____

Please CHECK the box below that represents which services you will be using:

☐ I hereby authorize Hurricane Electric Internet Services to charge the credit card above, on a monthly basis , for services rendered.

☐ I hereby authorize Hurricane Electric Internet Services to charge the credit card above one-time only , for services rendered, in the amount of US$_____
Please invoice after initial payment.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-137 & NO. 25-138, AMENDING THE JOB SPECIFICATION FOR THE PUBLIC SAFETY SPECIALIST AND PUBLIC SAFETY SUPERVISOR (REPLACING AND SUPERSEDING RESOLUTION NO. 04-043 & NO. 22-165) (CITY COUNCIL)

I. SUMMARY

On July 21, 2025, CPSA/SEIU 721 in collaboration with Human Resources (HR) staff initiated the meet and confer process to assess the current classification specification for the position of Public Safety Specialist and Public Safety Supervisor within the Public Safety Department. On September 4, 2025 both parties came to an agreement with the proposed changes, thus satisfying the meet and confer requirement. The primary objective of the review was to ensure that the classifications accurately reflect the evolving current job duties, organizational needs, and strategic priorities of the City.

The review identified that the job classification for these 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 Public Safety Specialist and Public Safety Supervisor position. The City Council adopted Resolution No. 04-043 and Resolution No. 22-165; however, technical corrections are needed to ensure the action is legally effective. As a result, the proposed resolutions are recommended for adoption, to replace and supersede Resolution No. 04-043 and Resolution No. 22-165.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 25-137, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 04-043, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SPECIALIST"; and
2. WAIVE further reading and ADOPT Resolution No. 25-138, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 22-165, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SUPERVISOR."

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 Public Safety Specialist and Public Safety Supervisor job specifications is being presented to the City Council for approval and adoption. The proposed resolution would supersede and replace Resolution No. 04-043 adopted on March 16, 2004 & Resolution No 22-165, adopted on August 2, 2022, and would be effective as of said date.

V. FISCAL IMPACT

Their is no fiscal impact. These positions are currently budgeted within the current fiscal year.

VI. EXHIBITS

1. Original Job Specification for Public Safety Specialist
2. Proposed Resolution No. 25-137; Public Safety Specialist
    a. Updated Public Safety Specialist Classification Specification
3. Original Job Specification for Public Safety Supervisor
4. Proposed Resolution No. 25-138; Public Safety Supervisor
    a. Updated Public Safety Supervisor Classification Specification

Attachments

Original Job Specification Public Safety Specialist.pdf

Original Job Specification for Public Safety Supervisor

Proposed Resolution No. 25-138; Public Safety Supervisor.pdf

Proposed Resolution No. 25-137; Public Safety Specialist.pdf

CITY OF CARSON
Class Specification

City Council Reso. No: 04-043
Bargaining Unit: Professional
FLSA: Non-Exempt

PUBLIC SAFETY SPECIALIST

Job Summary:

Under general supervision, works with other City staff and/or the Sheriff's Department in resolving issues of concern to park personnel and the community; provides supervision and staff support concerning public safety grants and acts as a liaison with schools for the Gang Alternative Program (GAP) and other similar programs; staffs the Public Safety Services Center.

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.)

1. Assists law enforcement officials involved in the mediation between gangs.
2. Assists in establishing and maintaining crime prevention programs, such as community watch, which includes neighborhood watch, business watch and park watch and graffiti education outreach.
3. Works with the graffiti abatement crime analyst to identify high risk areas and to provide education and outreach to impacted areas.
4. Conducts meetings with city personnel as well as with other agencies and the public.
5. Provides intervention and diversion to youth through educational outreach.
6. Maintains records, compiles reports and makes recommendations on effectiveness of programs.
7. Provides information to and consults with the public.
8. Develops partnerships with city public safety personnel, community leaders, educational administrators, law enforcement and the court system.
9. Researches and evaluates crime prevention and youth programs and makes recommendations to management.
10. Coordinates and/or conducts classes for the Street Smart/GAP Program; transports curriculum materials, books and supplies to classroom locations throughout the city.
11. May research and prepare grant proposals.
12. Drafts and prepares official correspondence.
13. Performs related duties as requires.

Qualification Guidelines:

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

Education and Experience:

Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and one (1) year full-time paid experience in a staff capacity in grants administration, GAP training or Crime Prevention Education Programs. Equivalent

experience offering specific and substantial preparation for the duties of the position may be substituted for the required education on a year-for-year basis for a maximum of two years.

Knowledge of:

- Computers and related software applications.
- Research and analytical methods.
- Methods of report presentation.
- Basic teaching and public speaking principles.
- Basic personnel principles.
- Office Management practices.
- Department, division and sheriff policy and procedures, including safe working environments.
- Grants application, preparation and compliance.

Skill and Ability to:

- Supervise the work of others, including youth and volunteers.
- Compile, analyze and evaluate data; operate personal computer.
- Communicate effectively orally and in writing.
- Meet approved minimal physical and medical standards.
- Establish and maintain effective working relationships with others.
- Legally operate a motor vehicle in the State of California.

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 the mobility to stand, stoop, reach and bend.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Require the ability to walk long distances.
- Perform lifting, pushing and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to work around loud noise.
- May be required to use personal vehicle in the course of employment.
- May be required to work evenings or weekends on some occasions.

CITY OF CARSON
Class Specification

City Council Reso. No: 22-165
Bargaining Unit: CPSA
FLSA: Non-Exempt

PUBLIC SAFETY SUPERVISOR

Job Summary:

Under direction of the Public Safety Manager, works with other City staff and/or the Sheriff's Department in resolving issues of concern to park personnel and the community; provides supervision and staff support concerning public safety grants and acts as a liaison with schools for the Gang Alternative Program (GAP) and other similar programs; staffs the Public Safety Services Center. Supervises Public Safety personnel to include and not limited to Public Safety Engagement Officers, Code Enforcement and Parking Enforcement.

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.)

1. Assists law enforcement officials involved in the mediation between gangs.
2. Assists in establishing and maintaining crime prevention programs, such as community watch, which includes neighborhood watch, business watch and park watch and graffiti education outreach.
3. Works with the graffiti abatement crime analyst to identify high risk areas and to provide education and outreach to impacted areas.
4. Conducts meetings with city personnel as well as with other agencies and the public.
5. Provides intervention and diversion to youth through educational outreach.
6. Maintains records, compiles reports and makes recommendations on effectiveness of programs.
7. Provides information to and consults with the public.
8. Develops partnerships with city public safety personnel, community leaders, educational administrators, law enforcement and the court system.
9. Researches and evaluates crime prevention and youth programs and makes recommendations to management.
10. Coordinates and/or conducts classes for the Street Smart/GAP Program; transports curriculum materials, books and supplies to classroom locations throughout the city.
11. May research and prepare grant proposals.
12. Drafts and prepares official correspondence.
13. Utilize the mental health/suicide crisis number "988" call center.
14. Assists in supervising PSEOs, CEOs and PEOs as needed.
15. 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 Experience:

Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and one (1) year full-time paid experience in a staff capacity in grants administration, GAP training or Crime Prevention Education Programs. Equivalent experience offering specific and substantial preparation for the duties of the position may be substituted for the required education on a year-for-year basis for a maximum of two years.

Knowledge of:

- Computers and related software applications.
- Research and analytical methods.
- Methods of report presentation.
- Basic teaching and public speaking principles.
- Basic personnel principles.
- Office Management practices.
- Department, division and sheriff policy and procedures, including safe working environments.
- Grants application, preparation and compliance.
- City Charter, Carson Municipal Code, MOUs and related contracts.

Skill and Ability to:

- Supervise the work of others, including youth and volunteers.
- Compile, analyze and evaluate data; operate personal computer.
- Communicate effectively orally and in writing.
- Meet approved minimal physical and medical standards.
- Establish and maintain effective working relationships with others.
- Legally operate a motor vehicle in the State of California.
- Ability to stay informed on federal, state and local laws regarding the 988 hotline.

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 the mobility to stand, stoop, reach and bend.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Require the ability to walk long distances.
- Perform lifting, pushing and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to work around loud noise.
- May be required to use personal vehicle in the course of employment.
- May be required to work evenings or weekends on some occasions.

RESOLUTION NO. 25-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 22-165, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SUPERVISOR

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 and Risk Management is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule III 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. 22-165, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the proposed amendments include grammatical corrections for clarity, updated program titles to ensure accuracy, revisions to class duties to better represent current work being performed, and modifications to the minimum qualifications to require two (2) years of paid experience in order to promote greater equity and reflect standard professional requirements; and

WHEREAS, The City has reviewed the needs of the Public Safety Department and determined that, to ensure the service and efficiencies accurately reflects current operational needs, evolving job duties, the City of Carson desires to amend the classification specification of **PUBLIC SAFETY SUPERVISOR**.

WHEREAS, The Director of Human Resources and Risk Management 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 **PUBLIC SAFETY SUPERVISOR.**

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 City Council hereby approves the updated classification specification for the **PUBLIC SAFETY SUPERVISOR** classification specification to revise the minimum

qualification as follows: Replace the existing requirement of "Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and one (1) year full-time paid experience in a staff capacity in grants administration, GAP training or Crime Prevention Education Programs." with: "Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and two (2) years full-time paid experience in a staff capacity in emergency management, public safety, or crime prevention education programs."

SECTION 3. There is no fiscal impact associated with this adjustment.

SECTION 4. 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 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of November 18, 2025, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 18th day of November 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-138, was passed and approved by the City Council of the City of Carson at its meeting held on November 18, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CLASS SPECIFICATION – PUBLIC SAFETY SUPERVISOR

[to be attached]

CITY OF CARSON
Class Specification

Council Reso: 25-138
Bargaining Unit: CPSA
FLSA: Non-Exempt

PUBLIC SAFETY SUPERVISOR

Job Summary:

Under direction of the Public Safety Manager, works with other City staff and/or the Sheriff's Department in resolving issues of concern from city personnel and the community; provides supervision and staff support concerning public safety grants and acts as a liaison with schools for the Safe Kids Alliance and other similar programs; staffs the Public Safety/Emergency Operations Center. Supervises Public Safety department personnel.

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.)

1. Assists in establishing and maintaining crime prevention programs, such as community watch, which includes neighborhood watch, business watch and park watch and graffiti education outreach.
2. Conducts/ attends meetings with city personnel, as well as with other agencies, the public, and the Public Safety Commission.
3. Provides educational outreach to youth and seniors.
4. Maintains records, compiles reports and makes recommendations on effectiveness of programs.
5. Provides information to and consults with the public.
6. Develops partnerships with city public safety personnel, community leaders, educational administrators, law enforcement and the court system.
7. Researches and evaluates crime prevention and youth programs and makes recommendations to management.
8. Coordinates and/or conducts classes for public safety related programs; transports curriculum materials, books and supplies to classroom locations throughout the city.
9. May research and prepare grant proposals.
10. Drafts and prepares official correspondence.
11. Assists in administration of service contracts associated with security personnel.
12. Lead in retrieving camera surveillance footage, as well as modifying access control for employees and contractors.
13. May respond to calls regarding active fire alarm or intrusion alarm notifications.
14. Supports the Emergency Operations Center in the event of an emergency, disaster, or large-scale event.
15. Lead in special event planning/coordination.
16. May assist with supervisory coverage of public safety subordinates, as needed.
17. 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 Experience:

Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and two (2) years full-time paid experience in a staff capacity in emergency management, public safety, or crime prevention education programs. Equivalent

experience offering specific and substantial preparation for the duties of the position may be substituted for the required education on a year-for-year basis for a maximum of two years.

Knowledge of:

- Computers and related software applications.
- Research and analytical methods.
- Methods of report presentation.
- Basic teaching and public speaking principles.
- Basic personnel principles.
- Office Management practices.
- Department, division and sheriff policy and procedures, including safe working environments.
- Grants application, preparation and compliance.
- City Charter, Carson Municipal Code, MOUs and related contracts.

Skill and Ability to:

- Supervise the work of others, including youth and volunteers.
- Compile, analyze and evaluate data; operate personal computer.
- Communicate effectively orally and in writing.
- Meet approved minimal physical and medical standards.
- Establish and maintain effective working relationships with others.
- Legally operate a motor vehicle in the State of California.
- Ability to stay informed on federal, state and local laws as it relates to Public Safety.

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 the mobility to stand, stoop, reach and bend.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Require the ability to walk long distances.
- Perform lifting, pushing and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to work around loud noise.
- May be required to use personal vehicle in the course of employment.
- May be required to work evenings or weekends as needed.

RESOLUTION NO. 25-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 04-043, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SPECIALIST

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 and Risk Management is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule III 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. 04-043, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the proposed amendments include grammatical corrections for clarity, updated program titles to ensure accuracy, revisions to class duties to better represent current work being performed, and modifications to the required work experience to better align with standard professional requirements for the position; and

WHEREAS, The City has reviewed the needs of the Public Safety Department and determined that, to ensure the service and efficiencies accurately reflects current operational needs, evolving job duties, the City of Carson desires to amend the classification specification of **PUBLIC SAFETY SPECIALIST**.

WHEREAS, The Director of Human Resources and Risk Management 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 **PUBLIC SAFETY SPECIALIST.**

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 City Council hereby approves the amendment to the **PUBLIC SAFETY SPECIALIST** classification specification to revise the required work experience as follows: Replace the existing requirement of "one (1) year full-time paid experience in a staff capacity in grants administration, GAP training or Crime Prevention Education Programs." with: "one (1) year full-time paid experience in a staff capacity in grants administration, public safety training or Crime Prevention Education Programs."

SECTION 3. There is no fiscal impact associated with this adjustment.

SECTION 4. 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 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of November 18, 2025, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 18th day of November 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-137, was passed and approved by the City Council of the City of Carson at its meeting held on November 18, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CLASS SPECIFICATION – PUBLIC SAFETY SPECIALIST

[to be attached]

CITY OF CARSON
Class Specification

Council Reso: 25-137
Bargaining Unit: CPSA
FLSA: Non-Exempt

PUBLIC SAFETY SPECIALIST

Job Summary:

Under general supervision, works with other City staff and/or the Sheriff's Department in resolving issues of concern from city personnel and the community; provides supervision and staff support concerning public safety grants and acts as a liaison with schools for the Safe Kids Alliance and other similar programs; staffs the Public Safety/Emergency Operations Center.

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.)

1. Assists in establishing and maintaining crime prevention programs, such as community watch, which includes neighborhood watch, business watch and park watch and graffiti education outreach.
2. Conducts meetings with city personnel as well as with other agencies and the public.
3. Provides educational outreach to youth and seniors.
4. Maintains records, compiles reports and makes recommendations on effectiveness of programs.
5. Provides information to and consults with the public.
6. Develops partnerships with city public safety personnel, community leaders, educational administrators, law enforcement and the court system.
7. Researches and evaluates crime prevention and youth programs and makes recommendations to management.
8. Coordinates and/or conducts classes for public safety related programs; transports curriculum materials, books and supplies to classroom locations throughout the city.
9. May research and prepare grant proposals.
10. Drafts and prepares official correspondence.
11. Assists in retrieving camera surveillance footage, as well as modifying access control for employees and contractors.
12. May address calls regarding active fire alarm or intrusion alarm notifications.
13. Assists in special event planning/coordination.
14. Supports the Emergency Operations Center in the event of an emergency, disaster, or large-scale event.
15. 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 Experience:

Graduation from a recognized college or university with a Baccalaureate degree in an occupationally related field and one (1) year full-time paid experience in a staff capacity in grants administration, public safety training or Crime Prevention Education Programs. Equivalent experience offering specific and substantial preparation for the duties of the

position may be substituted for the required education on a year-for-year basis for a maximum of two years.

Knowledge of:

- Computers and related software applications.
- Research and analytical methods.
- Methods of report presentation.
- Basic teaching and public speaking principles.
- Basic personnel principles.
- Office Management practices.
- Department, division and sheriff policy and procedures, including safe working environments.
- Grants application, preparation and compliance.

Skill and Ability to:

- Compile, analyze and evaluate data; operate personal computer.
- Communicate effectively orally and in writing.
- Meet approved minimal physical and medical standards.
- Establish and maintain effective working relationships with others.
- Legally operate a motor vehicle in the State of California.
- Ability to stay informed on federal, state and local laws as it relates to Public Safety.

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 the mobility to stand, stoop, reach and bend.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to stand for long periods.
- Require the ability to walk long distances.
- Perform lifting, pushing and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- May be required to work in inclement weather without effective protection from sun, cold and rain.
- May be required to work around loud noise.
- May be required to use personal vehicle in the course of employment.
- May be required to work evenings or weekends as needed.

Report to Housing Authority

Tuesday, November 18, 2025, 5:00 PM

CONSENT 25.

To: Housing Authority

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: CONSIDER CONSENT OF THE CARSON HOUSING AUTHORITY FOR TRANSFER OF OWNERSHIP INTEREST FROM EAST CARSON HOUSING PARTNERS, L.P. AND EAST CARSON II HOUSING PARTNERS, L.P. TO COMMUNITY RESIDENT SERVICES INC., HOUSING PRESERVATION PARTNERS LLC AND SAKS REALTY LLC IN CONNECTION WITH TWO DISPOSITION AND DEVELOPMENT AGREEMENTS (DDA) FOR THE VIA 425 & VIA 401-409 AFFORDABLE HOUSING PROJECTS (HOUSING AUTHORITY)

I. SUMMARY

The Carson Housing Authority and the former Carson Redevelopment Agency entered into financing and development and disposition agreements with East Carson Housing Partners, L.P and East Carson II Housing Partners, L.P., for development of the Via 401 and Via 425 affordable housing projects between 2010 and 2013 on Carson Street. Regulatory Agreements, recorded in 2011 and 2013, established the projects' affordability covenants, operational standards, and compliance requirements. The current request involves the transfer of ownership interests of Via 425 and Via 401. The new ownership entity structure is described below.

East Carson II Housing Partners, L.P., whose general partners are Housing Preservation Partners, LLC (“HPP”) and Community Resident Services, Inc. (“CRS”), has requested the City of Carson’s consent to assume ownership of the Via 425 and Via 401 properties. HPP’s administrative responsibilities are carried out by Catalina Housing, LLC (“Catalina Housing”), a Delaware limited liability company wholly owned by Erik Aukland, and the partnership’s limited partner is Saks Realty LLC, a Delaware limited liability company wholly owned by The Saks Realty Trust with Jimmy Savani as sole beneficiary. *For purposes of this staff report, the affiliated ownership entities are collectively referred to as “Catalina Housing.”*

Catalina Housing has requested the Housing Authority's consent to assume ownership interests in Via 401 and Via 425 through a partnership interest transfer and assumption from Related Companies of California and Linc Housing. No changes are proposed to the existing Authority's loan terms, affordability restrictions, or regulatory agreements. Both properties will continue to operate as affordable housing developments.

Staff requested reviews of the proposed ownership transfer by the Authority’s Housing Consultant, RSG Inc. (“Housing Consultant”) and the Housing Authority Counsel (City Attorney’s Office).

The Housing Consultant reviewed documentation submitted by Catalina Housing to assess the organization's capacity to assume long-term ownership and management of the two properties. As a newly formed entity, Catalina Housing does not yet have audited financial statements or an established operating history. Accordingly, the review focused on (a) verified liquidity, (b) personal financial capacity of the principals, (c) experience of the principals in affordable housing investment and asset management, (d) the proposed property management structure, and (e) capital needs and reserve planning for both sites. The review identified no material financial concerns, though it noted limitations associated with the organization's new formation and lack of audited financials.

The Housing Authority Counsel reviewed the transaction to confirm compliance with the existing financing and disposition and development agreements for Via 401 and Via 425. Counsel determined that the proposed transaction represents only a change in ownership structure, with no transfer of the real properties, projects, or existing agreements between parties. Therefore, the Authority's role is limited to consenting, or not consenting, to the proposed ownership transfer.

Based on the forgoing, staff have prepared two consent documents for the Authority Board's consideration.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Consent to Transfer of Partnership Interest Document Via 401
2. APPROVE the Consent to Transfer of Partnership Interest Document Via 425

III. ALTERNATIVES

1. DO NOT APPROVE the Consent to Transfer of Partnership Interest Document Via 401
2. DO NOT APPROVE the Consent to Transfer of Partnership Interest Document Via 425
3. TAKE another action the Housing Authority Board deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The Via 401–409 and Via 425 developments were developed in two phases. Phase I (Via 401–409) was completed in 2012 and consists of 64 affordable housing units, including 7 units restricted to very low-income households, 39 units restricted to low-income households, and 18 units restricted to moderate-income households. Phase II (Via 425) was completed in 2015 and consists of 40 affordable housing units, including 4 units restricted to very low-income households, 15 units restricted to low-income households, and 21 units restricted to moderate-income households. Related is currently in the process of transferring its ownership interest in the property to Catalina Housing.

Catalina Housing, based out of Los Angeles, is a mission-based affordable housing owner and operator focused on the long-term preservation of existing affordable housing in California. While Catalina Housing is a newly formed entity and does not yet have organizational audited financial statements, the principals collectively report over 15 years of institutional experience in affordable housing acquisition, investment management, underwriting, and portfolio oversight at national-scale affordable housing investment firms.

If the transfer of partnership interest is approved, East Carson II Housing Partners, L.P., whose general partners are Housing Preservation Partners, LLC ("HPP") and Community Resident Services, Inc. ("CRS") and whose limited partner is Saks Realty LLC will hold an ownership interest. There is no planned redevelopment, refinancing, or repositioning associated with the proposed ownership transfer.

Additionally, Catalina Housing proposes to engage Cirrus Asset Management, a housing management firm established in 2007, and based in Southern California, that manages multiple income-restricted properties for institutional portfolio owners. Cirrus will assume responsibility for compliance reporting, tenant income certification, lease management, and physical operations. Cirrus Asset Management reports that it manages a portfolio of approximately 22,000 residential units across multiple states. However, Cirrus does not publish a separate unit count specific to income restricted or regulated affordable housing within its portfolio. Available public information does indicate that Cirrus manages LIHTC, HUD/Section 8, and properties governed by local regulatory agreements, and that the firm performs ongoing compliance functions such as tenant income certifications, annual and interim recertifications, TCAC/HUD/Bond reporting, and rent and utility allowance updates.

V. FISCAL IMPACT

None. A change in ownership interest does not fiscally impact the Housing Authority. Moreoever, all legal, consulting, and staff costs incurred with the review of the transfer will be reimbursed as is required by the existing financing and development and disposition agreements for the projects.

VI. EXHIBITS

1. Consent to Transfer Partnership Interest for East Carson II Housing Partners, L.P Via 401.
2. Consent to Transfer Partnership Interest for East Carson Housing Partners, L.P Via 425.
3. DDA 401-409
4. DDA 425

Attachments

Exhibit No. 1 - Consent to Transfer Via 401-409 E Carson.pdf

Exhibit No. 2 - Consent to Transfer Via 425 E Carson.pdf

Exhibit No. 3 - Disposition and Development Agreement (Via 401-409).pdf

Exhibit No. 4 - Disposition and Development Agreement (Via 425).pdf

CONSENT TO TRANSFER OF PARTNERSHIP INTEREST

THIS CONSENT TO TRANSFER OF PARTNERSHIP INTEREST ("**Consent**") is dated as of _____, 2025 ("**Effective Date**"), and entered into by the Carson Housing Authority, a public body ("**Housing Authority**").

RECITALS

WHEREAS, East Carson II Housing Partners, L.P., a California limited partnership ("**Original Developer**") and the Housing Authority entered into that certain Affordable Housing, Financing & Disposition and Development Agreement dated February 19, 2013 ("**DDA**"), a copy of which is attached hereto and incorporated herein by this reference as **Exhibit "A,"** through which the Housing Authority agreed to transfer to Original Developer via Grant Deed ("**Grant Deed**") the real property located at 401-409 E. Carson Street, Carson, California ("**Site**") at a price of $1,565,446 as part of Original Developer's development of a new affordable residential apartment complex ("**Project**") whereby each residential unit within the Project was to have recorded against it a covenant requiring occupancy by very low, low or moderate income households for a period of not less than 55 years. The terms and conditions of the affordable housing element of the Project were set forth through that certain Regulatory Agreement and Declaration of Covenants and Restrictions entered into between Original Developer and the Housing Authority, dated November 22, 2013 ("**Regulatory Agreement**"), having been recorded on November 25, 2013 as document no. 20131671504, Official Records of Los Angeles County.

WHEREAS, as part of the Project, the Housing Authority provided Original Developer financial assistance in the form of a $3,320,000 loan. Repayment of this loan along with the purchase price amount of $1,565,446 for transfer of the Site was evidenced by a promissory note secured by a deed of trust, both dated November 22, 2013, with the deed of trust having been recorded on November 25, 2013 as document no. 20131671505, Official Records of Los Angeles County (together, "**Loan Documents**"). The Loan Documents, Regulatory Agreement and Grant Deed shall hereinafter be referred to as the "**Related Agreements**."

WHEREAS, Original Developer now desires to transfer its partnership interests to Community Resident Services Inc., Housing Preservation Partners LLC and Saks Realty LLC (collectively, "**New Developer**"), where such transfer is defined as a "**Transfer**" under Section 303(1) of the DDA. While Section 303(2) of the DDA requires that for all Transfers the transferee executes an assumption agreement acceptable to the Housing Authority requiring the transferee to perform all obligations of Original Developer set forth in the DDA and Related Agreements, the Housing Authority believes this requirement does not actually apply in this particular context where there's simply a change in ownership structure without any transfer of the Site, Project, DDA or Related Agreements from one party to another party, and therefore, the Housing Authority's only role in this context is to provide consent, or not consent, to the proposed ownership Transfer.

WHEREAS, New Developer is required to pay all Housing Authority's out of pocket costs associated with Housing Authority's costs incurred in reviewing the Transfer request.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Housing Authority provides as follows:

1. **Recitals.** All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. **Consent.** The Housing Authority hereby consents to the transfer of Original Developer's partnership interests to New Developer, contingent upon New Developer paying all Housing Authority's out of pocket costs incurred in reviewing the Transfer request, including but not limited to, fees incurred by legal counsel and any consultant fees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Housing Authority has executed this Consent as of the Effective Date.

CARSON HOUSING AUTHORITY,
a public body

_____
Lula Davis-Holmes, Chair

EXHIBIT "A"

AFFORDABLE HOUSING, FINANCING & DISPOSITION AND DEVELOPMENT AGREEMENT DATED FEBRUARY 19, 2013

SEE ATTACHED

CONSENT TO TRANSFER OF PARTNERSHIP INTEREST

THIS CONSENT TO TRANSFER OF PARTNERSHIP INTEREST ("**Consent**") is dated as of _____, 2025 ("**Effective Date**"), and entered into by the Carson Housing Authority, a public body ("**Housing Authority**").

RECITALS

WHEREAS, East Carson Housing Partners, L.P., a California limited partnership ("**Original Developer**") and the now dissolved Carson Redevelopment Agency ("**Former RDA**") entered into that certain Disposition and Development Agreement dated June 15, 2010 ("**DDA**"), a copy of which is attached hereto and incorporated herein by this reference as **Exhibit "A,"** through which the Former RDA agreed to transfer to Original Developer via Grant Deed ("**Grant Deed**") the real property located at 425 E. Carson Street, Carson, California ("**Site**") at a price of $1,906,500 as part of Original Developer's development of a new affordable residential apartment complex ("**Project**") whereby each residential unit within the Project was to have recorded against it a covenant requiring occupancy by very low, low or moderate income households for a period of not less than 55 years. The terms and conditions of the affordable housing element of the Project were set forth through that certain Regulatory Agreement and Declaration of Covenants and Restrictions entered into between Original Developer and the Housing Authority, dated March 11, 2011 ("**Regulatory Agreement**"), having been recorded on March 11, 2011 as document no. 20110377412, Official Records of Los Angeles County.

WHEREAS, as part of the Project, the Former RDA provided Original Developer financial assistance in the form of a $6,888,000 loan. Repayment of this loan along with the purchase price amount of $1,906,500 for transfer of the Site was evidenced by a promissory note secured by a deed of trust, both dated March 9, 2011, with the deed of trust having been recorded on March 11, 2011 as document no. 20110377411, Official Records of Los Angeles County (together, "**Loan Documents**"). The Loan Documents, Regulatory Agreement and Grant Deed shall hereinafter be referred to as the "**Related Agreements**."

WHEREAS, the Housing Authority is the successor to the Former RDA which on February 1, 2012, was effectively dissolved pursuant to Assembly Bill 1x26 and Health and Safety Code Section 34170 *et seq*. As housing successor to the Former RDA, the Housing Authority assumed all of the Former RDA's rights, powers, duties and obligations under the DDA and Related Agreements.

WHEREAS, Original Developer now desires to transfer its partnership interests to Community Resident Services Inc., Housing Preservation Partners LLC and Saks Realty LLC (collectively, "**New Developer**"), where such transfer is defined as a "**Transfer**" under Section 303(1) of the DDA. While Section 303(2) of the DDA requires that for all Transfers the transferee executes an assumption agreement acceptable to the Former RDA (now Housing Authority) requiring the transferee to perform all obligations of Original Developer set forth in the DDA and Related Agreements, the Housing Authority believes this requirement does not actually apply in this particular context where there's simply a change in ownership structure without any transfer of the Site, Project,

DDA or Related Agreements from one party to another party, and therefore, the Housing Authority's only role in this context is to provide consent, or not consent, to the proposed ownership Transfer.

WHEREAS, New Developer is required to pay all Housing Authority's out of pocket costs associated with Housing Authority's costs incurred in reviewing the Transfer request.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Housing Authority provides as follows:

1. Recitals. All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. Consent. The Housing Authority hereby consents to the transfer of Original Developer's partnership interests to New Developer, contingent upon New Developer paying all Housing Authority's out of pocket costs incurred in reviewing the Transfer request, including but not limited to, fees incurred by legal counsel and any consultant fees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Housing Authority has executed this Consent as of the Effective Date.

CARSON HOUSING AUTHORITY,
a public body

_____
Lula Davis-Holmes, Chair

EXHIBIT "A"

DISPOSITION AND DEVELOPMENT AGREEMENT DATED JUNE 15, 2010

SEE ATTACHED

AFFORDABLE HOUSING, FINANCING &DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

CARSON HOUSING AUTHORITY

and

East Carson II Housing Partners, L.P.

a California limited partnership

(401 - 409 E. Carson Street)

AFFORDABLE HOUSING, FINANCING &DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AFFORDABLE HOUSING, FINANCING & DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") dated February 19, 2013 ("Effective Date") is entered into as of the date executed by and between the CARSON HOUSING AUTHORITY, a municipal corporation ("Authority"), and East Carson II Housing Partners, L.P., a California limited partnership ("Developer"). The parties agree as follows:

1. (§100) PURPOSE OF THE AGREEMENT

A. (§101) Purpose of the Agreement.

This Agreement and the Attachments hereto are intended to provide for the disposition and development of that real property known as 401- 409 E. Carson Street, Carson, California as shown in Attachment No. 1 (the "Site"), and as legally described in Attachment No. 2, and the development of the "Project" thereon (as defined below) to create a new affordable residential apartment complex. All of the residential units within the Project, will be rental units covenanted for occupancy by, very low, low or moderate income households as further described herein for not less than fifty-five (55) years.

B. (§102) The Project.

Developer proposes to purchase the Site for purposes of developing the Site as with a 40 affordable family units. Units are proposed to be restricted to the following affordability levels: 10% (4 units) at 30% TCAC AMI, 20% (8 units) at 40% TCAC AMI, 40% (16 units) at 50% TCAC AMI and the remaining units (12 units) at 60% TCAC AMI (the "Project"). Developer shall be solely responsible for constructing Project buildings and developing the Site, which shall include approximately 55,538 square feet of building space for the rental units and interior common areas. The Scope of Development for the Project is more specifically described in Attachment No. 4 attached hereto and incorporated herein by this reference. The Project shall consist of the following number of units restricted at each income level:

C. (§103) Project Entitlements; CEQA.

Pursuant to the California Public Resources Code Section 21159.23, the proposed project is for an affordable housing community and is exempt from environmental review requirements of the California Environmental Quality Act (CEQA) Guidelines.

D. (§104) Sale of Site to Developer for Fair Market Value.

The Site is an approximately 46,432 square foot lot owned by the Authority. The fair market value of Site shall be the basis for Developer's "Purchase Price". Developer shall purchase Authority's right, title and interests to the Site pursuant to a "Note" (Attachment No. 3) in favor of the Authority for the Purchase Price. The note which shall be payable from fifty

percent (50%) of Residual Cash Flow, to the extent Residual Cash Flow is available. The Promissory Note shall be secured by a "Deed of Trust" (Attachment No. 4) recorded upon the Site, which Deed of Trust shall be released/reconveyed upon Developer's full and complete performance of this Agreement, the Note, and the Regulatory Agreement.

E. (§ 105) Authority funding for the Project.

Funding for the Project is coming from cash and/or taxable bond proceeds issued by the former Carson Redevelopment Agency for housing purposes. These funds have been approved to be retained by the Authority pursuant to AB 1484 and AB 1585 and as scheduled in the Due Diligence Review. Use of the bonds is consistent with terms of bond covenants.

F. (§ 106) Tax Credits & other funds.

The Authority Assistance will be based on the Developer receiving a 9% tax credit award from TCAC in the first round of 2013 (anticipated to be held in March, 2013). In addition, Developer is allowed to submit up to four (4) consecutive applications to the California Tax Credit Allocation Committee for 9% tax credits to secure tax credit financing. This Agreement is effective for the duration of at least two application rounds in the year 2013 (March 2013 and July 2013) and two application rounds in 2014 (expected March 2014 and July 2014). Authority shall provide reasonable cooperation to Developer in the course of these application rounds. Should the Developer be unsuccessful with its attempts, the Authority will consider alternative methods of outside assistance presented by the Developer to help secure the desired tax credit funding.

The development of the Site pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the Authority, the City of Carson ("City") and the health, safety welfare of the City's residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

2. (§200) DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§201) Affordable Rent.

The term "Affordable Rent" shall mean the monthly payments charged to and paid by tenants for the use and occupancy of a Residential Unit (as defined below) and facilities associated therewith, including a reasonable allowance for utilities, but shall not include any optional services provided by Developer to residents. Affordable Rent shall have the meaning prescribed for that term in Health and Safety Code § 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code § 50093.

B. (§202) Authority Financial Assistance.

The term "Authority Financial Assistance" shall have the meaning ascribed in Section 404.

C. (§203) Authority Deed of Trust.

The term "Authority Deed of Trust" shall mean that Deed of Trust and Assignment of Rents securing the Authority Note as further described in Section 404.2(B), which shall be substantially in the form attached hereto as Attachment 10.

D. (§204) Authority Note, Note, Note Amount.

The term "Authority Note" shall mean the promissory note evidencing Developer's repayment obligation to Authority as a residual receipts loan in the amount of the Authority Financial Assistance as further described in Section 404.2(A) which shall be substantially in the form attached hereto as Attachment 9. Developer's repayment obligations to pay both the full amount of the Authority Loan ($3,320,000) plus the full Purchase Price ($1,565,446) shall be secured as a single debt obligation owing by Developer to the Authority, totaling Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446) also referenced herein as the "Note Amount".

E. (§205) Agreement.

The term "Agreement" shall mean this entire Affordable Housing, Financing & Disposition and Development Agreement, including all twelve (12) attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

F. (§206) Closing.

The term "Closing" or "Closing Date" shall mean the closing of the Escrow by the Escrow Agent distributing the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

G. (§207) Completion.

The term "Completion" means the date of issuance of the Certificate of Completion.

H. (§208) Days.

The term "Days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

I. (§209) Deed.

The term "Deed" or "Grant Deed" shall mean that Grant Deed in substantially the form attached hereto as Attachment No. 7 by which Authority as Grantor will convey fee title to the Site to Developer as Grantee.

J. (§210) Development Fees.

The term "Development Fees" shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and other related charges.

K. (§211) Developer Fee.

The term "Developer Fee" means the fee paid to Developer or an affiliate thereof for development services with respect to the development of the Project, in an amount equal to $1,885,000 the payment of which shall be due at Completion of the Project; some or all of which may be deferred and, if deferred, payable to Developer as a priority from the Residual Cash Flow (see definition of Residual Cash Flow).

L. (§212) Effective Date.

The "Effective Date" of this Agreement shall be the date written above, which shall be the date on which the Authority approved this Agreement after conducting a public hearing.

M. (§213) Enforced Delay.

The term "Enforced Delay" shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

N. (§214) Environmental Review.

The term "Environmental Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("CEQA"), Public Resources Code §21000, et seq., or of the Project's impacts on any species of plant or animal listed as a species of concern, a threatened species, or an endangered species as may be required by the California Endangered Species Act ("CESA"), Fish and Game Code §2050, et seq., and/or the U.S. Endangered Species Act ("USESA"), 16 U.S.C. §1531, et seq., or other applicable California or federal law or regulation.Pursuant to the California Public Resources Code Section 21159.23, the proposed project is for an affordable housing community and is exempt from environmental review requirements of the California Environmental Quality Act (CEQA) Guidelines.

O. (§215) **Escrow**.

The term "Escrow" shall mean the escrow established pursuant to this Agreement for the conveyance of title to the Site from Authority to Developer.

P. (§216) **Escrow Agent**.

The term "Escrow Agent" shall mean Old Republic Title Company, located at 21660 E. Copley Drive, Suite 260, Diamond Bar, CA 91765 and empowered hereunder to act as the Escrow Agent for this transaction. The Escrow Agent contact shall be Joan Hawkins.

Q. (§217) **Gross Income**.

The term "Gross Income" shall mean: (i) all rents and payments received by the Developer from tenants and occupants for the use and occupancy of the Site and the Project, (ii) laundry income, (iii) income from concessionaires and licensees, and (iv) rent subsidies, if any, received by the Developer, but "Gross Income" shall not include any security deposits (unless and until such deposits have been forfeited by the tenants and are payable to the Developer), insurance or condemnation proceeds, industry level operating reserves or deposits (not to exceed six (6) months of operating expenses plus debt expenses), capital contributions made to the Developer by the partners thereof, proceeds from the construction financing or the Authority Financial Assistance or other financing provided to the Developer, including financing provided by any partner of Developer, or proceeds from the sale or refinancing of the Site and/or Project.

R. (§218) **Holder**.

The term "Holder" shall mean the holder, including its successors, grantees, or assigns of record of any mortgage, deed of trust, or other security interest affecting the Site.

S. (§219) **Low Income Household**.

The term "Low Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Sections 50079.5 and 50093, or any successor statute.

T. (§220) **LIHTC**.

The term "LIHTC" or "tax credits" shall mean Low Income Housing Tax Credits administered and allocated by the California Tax Credit Allocation Committee.

U. (§221) **Moderate Income Household**.

The term "Moderate Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the

regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Section 50093, or any successor statute.

V. (§222) **Note; Note Amount**.

The term "Note" shall mean the promissory note evidencing Developer's repayment obligation to the Authority as a residual receipts loan, subordinate to all other loans, in the amounts of the Purchase Price and the Authority Loan, all as further described in Section D, which shall be substantially in the form attached hereto as Attachment ___. Developer's repayment obligations to pay both the full amount of the Authority Loan ($3,320,000) plus the full Purchase Price ($1,565,446) shall be secured as a single debt obligation owing by Developer to the Authority, totaling Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446) also referenced herein as the "Note Amount".

W. (§223) **Operating Expenses**.

The Term "Operating Expenses" shall mean the aggregate of the following: (i) the cost of utilities supplied to and used for the Project and payable by the Developer; (ii) the cost of all insurance required for the Project in this Agreement, Developer's partnership agreement, the Senior Financing documents, or any ancillary documents concerning the operation of the Project; (iii) real property taxes, if any, and assessment payments; (iv) expenses and costs of social programs and compliance/monitoring reporting for the Project; (v) the deposits for the replacement reserves or operating reserves for the Project, in the amount provided by the Senior Financing or required by Developer's partnership agreement or any junior lender, if a greater requirement; (vi) on-site administrative costs (including payroll and payroll taxes and expenses, employee benefits); (vii) operating, maintenance and repair expenses and services, and necessary capital expenditures for the upkeep and repair of the Project and any expenditures required based upon a physical needs assessment by the Qualified Tax Credit Investor or Senior Financing lender (including materials and labor) including charges for public services such as sewer charges, license and permit fees, goods, commodities, materials, equipment, furniture, furnishings, installation of appliances, fixtures, painting, cleaning, pest control, gardening, rubbish removal, security services, advertising and promotion, leasing commissions, accounting, and legal expenses attributable to the Site or the Project which are directly attributable and customarily incurred in the operation of real estate projects similar to the Project; (viii) fees, costs or expenses of refinancing any loan; (ix) any post closing legal fees or other expenses, fees, costs incurred by the Developer in connection with obtaining this Agreement or the Authority Financial Assistance to the extent not already included hereunder; (x) all scheduled, or otherwise due, payments of principal and/or interest on the Senior Financing, together with all financing fees and related charges payable by the Developer under the terms of the Senior Financing, including without limitation, issuer fees, trustee fees, remarketing fees, and rebate analyst fees, interest rate cap deposits and credit enhancer charges; (xi) all other fees and expenses which may be provided in Developer's annual budget prepared in accordance with the Senior Financing; and (xii) repayments of loans to a partner or affiliate of a partner of the Developer in accordance with the partnership agreement for operating deficits or similar operating shortfalls; and (xiii) repayments of any amounts owing to a partner or an affiliate of a partner of the Developer in accordance with the partnership agreement due to an adjustment in the tax credit equity caused

by an adjustment to tax credits available to the Project. "Operating Expenses" shall not include the following: (a) repairs or replacements paid out of insurance proceeds received by the Developer; (b) book depreciation of buildings or other similar non-cash items of expense; (c) principal payments on all junior financing; (d) any deferred Developer Fee; and (e) any asset management or limited or general partner fees. To the extent that the Site or Project, or any part thereof, shall be leased by the Developer and the lessee or occupant pays any items described as Operating Expenses, then such items that are paid by such occupant shall not be Operating Expenses.

X. (§224) Project.

The term "Project" shall mean all of the improvements required to be constructed by Developer on the Site pursuant to this Agreement including, but not limited to, the construction of buildings, glass and concrete work, landscaping, construction of parking areas, and related improvements. The Project is more particularly described in the Scope of Development attached hereto as Attachment No. 4. Upon completion, the Project will consist of a four (4) story structure with forty (40) units, which shall be restricted for use by very low and low income households and households with income in an amount not to exceed the limits specified for moderate income households as further described below.

Y. (§225) Purchase Price.

The term "Purchase Price" shall mean the fair market value of the Site which shall be in the amount of One Million Five Hundred Fifty-Six Thousand Four Hundred Forty-Six Dollars ($1,565,446.00).

Z. (§226) Qualified Tax Credit Investor.

The term "Qualified Tax Credit Investor" shall mean a person or entity, or affiliate of such person or entity who (i) is an experienced limited partner and investor in multifamily housing developments receiving low income housing tax credits allocated by the State of California or the United States federal government ("Tax Credits"), and (ii) has obtained or is contractually obligated to obtain a limited partnership or limited liability company membership interest in the Developer whereby it will receive ninety percent (90%) or more of the Tax Credits obtained in connection with the Project. Authority shall have the right to reasonable prior approval, which shall not be unreasonably withheld, conditioned or delayed, of (i) the managing general partner, and (ii) the limited partner. Approved Qualified Tax Credit Investors shall include any entity which has Developer as a general partner, managing member or controlling shareholder.

AA. (§227) Qualified Tenant.

The term "Qualified Tenant" shall mean those households seeking to rent a Residential Unit who (1) has been selected in accordance with the tenant selection criteria set forth in the Authority Regulatory Agreement, and (2) upon execution of a lease with Developer, qualifies as a Very Low or Low Income Household or has an income not to exceed the levels for a Moderate Income Household as appropriate for the Unit being leased.

BB. (§228) Regulatory Agreement.

The term "Regulatory Agreement" shall mean that Regulatory Agreement attached hereto as Attachment No. 8, running with the land and providing for the proper maintenance of common facilities and improvements and the management and use of the Project, which also sets forth the limitations on occupancy, residency and use of the Residential Units.

CC. "Related". The term "Related" means The Related Companies of California, LLC, a California limited liability company

DD. (§229) Related Agreements.

The term "Related Agreements" means the Regulatory Agreement, the Authority Note, the Notice of Affordability Restrictions, the Authority Deed of Trust and the Authority Grant Deed.

EE. (§230) Release of Construction Covenants.

The term "Release of Construction Covenants" shall mean that document prepared in accordance with Section 513 of this Agreement, in the form attached as Attachment No. 6, which shall evidence that the construction and development of the improvements required by this Agreement have been satisfactorily completed.

FF. (§231) Residential Unit.

The term "Residential Unit" shall mean and refer collectively to each and every Residential Unit located on the Site.

GG. (§232) Residual Cash Flow.

The term "Residual Cash Flow" shall mean for any fiscal year the amount of Gross Income for such fiscal year less the Operating Expenses and less any partnership management fees for any such fiscal year and less any deferred developer's fee. Partnership management fees shall exclude any payment of any item which is deducted separately as an Operating Expense and shall be limited as follows: (a) the limited partner fee shall be capped at $5,000 per year for the 15 year TCAC compliance period (with CPI escalations up to 3% per year) and (b) any general partner fee shall be limited to $10,000 per year (with CPI escalations up to 3% per year) during the 55 year affordability period).

HH. (§233) Senior Financing.

Shall mean the loan(s) taken by Developer to fund the construction of the Project during the construction phase and the permanent loan(s) which shall replace the construction phase loans after the completion and stabilization of the Project, which the Authority Loan (including the Authority Deed of Trust and the Regulatory Agreement) shall be subordinate to, as evidenced by such subordination agreements as may be required by the lender(s) for the Senior Financing.

II. (§234) Schedule of Performance.

The term "Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as Attachment No. 3.

JJ. (§235) Site Map.

The Project shall be located upon the Site, which is within the City, as shown in the "Site Map" attached hereto as Attachment No. 1.

KK. (§236) Title.

The term "Title" shall mean the fee title to the Site which shall be conveyed to Developer pursuant to the Deed.

LL. (§237) Title Company.

The term "Title Company" shall mean Old Republic Title Company, located at Old Republic Title Company, located at 21660 E. Copley Drive, Suite 260, Diamond Bar, CA 91765, and empowered hereunder to act as the Title Company for this transaction. The title officer shall be Jon Legg.

MM. (§238) Very Low Income Household.

The term "Very Low Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Sections 50093 and 50105, or any successor statutes.

3. (§300) PARTIES TO THE AGREEMENT

A. (§301) Authority.

The Authority is a public body exercising governmental functions and powers, organized and existing under the Housing Authority Law of the State of California (Health and Safety Code Sections 34240, *et seq.*). The office of Authority is located at 701 East Carson Street, Carson, California 90745. The term "Authority," as used in this Agreement, includes any assignee of, or successor to, its rights, powers and responsibilities. The Executive Director of the Authority shall have the authority to issue interpretations, waivers and/or enter into certain amendments to this Agreement on behalf of the Authority so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the cost incurred or to be incurred by the Authority as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform as specified in any adopted Schedule of Performance, subordination agreements or estoppels to evidence that the Authority Loan is subordinate to the Senior Financing, and other documents as reasonably requested by the Qualified Tax Credit Investor or the Senior Financing lender in

order to effect a closing of the financing of the Project. Any other material or substantive waivers of or amendments to this Agreement shall require the consideration, action and written consent of the board of the Authority.

B. (§302) Developer.

(1) Identification. Developer is East Carson II Housing Partners, L.P., a California limited partnership. The general partner of the Developer is Related/East Carson II Development Co., LLC, a California limited liability company ("REC") and an affilate of Related. The Developer has been formed as a California limited partnership in which a Qualified Tax Credit Investor will be allocated Tax Credits in consideration of a capital contribution that will be used by developer to fund a portion of the cost of acquiring and developing the Site and operating the Project. A non-profit public benefit corporation exempt Section 501(c)(3) of the Internal Revenue Code will be the managing general partner of the developer ("Managing General Partner"). The principal office of Developer for the purposes of this Agreement is located at 18201 Von Karman Avenue, Suite 900, Irvine, CA 92612. Developer warrants and represents to Authority that Developer will be qualified to do business in good standing under the laws of the State of California and has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

(2) Successors and Assigns. Except as may be expressly provided herein below, all of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of Developer and the permitted successors, assigns and nominees of Developer. Wherever the term "Developer" is used herein, such term shall include any permitted successors and assigns of Developer as herein provided.

(3) Qualifications. The qualifications and identity of Developer are of particular concern to the Authority, and it is because of such qualifications and identity that Authority has entered into this Agreement with Developer. The Authority has considered the experience, financial capability, and product being marketed by Developer, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a Project. Based upon these considerations, the Authority has imposed those restrictions on transfer set forth in this Agreement.

C. (§303) Restrictions on Transfer.

(1) Transfer Defined. As used in this section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also 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 Developer in the aggregate, taking all Transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Transferor's immediate family. In the event Developer or its successor is a corporation or trust, such Transfer shall refer to the Transfer of the issued and outstanding capital stock of Developer, or of beneficial interests of such trust. In

the event that Developer is a limited or general partnership, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the limited or general partnership interest. In the event that Developer is a joint venture, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all Transfers into account on a cumulative basis.

(2) **Restrictions Prior to Completion**. Any Transfer of the Developer's interest in the Site or the Project, in whole or in part, and any Transfer of the Developer's interest in all or any part of this Agreement or the Related Agreements, shall be subject to the approval of the Authority, which shall be given or withheld within thirty (30) days of the Developer's written request therefor. The Authority's approval shall not be unreasonably withheld or delayed, and the Authority shall consent to any such Transfer by the Developer, without any adjustment to the financial terms and conditions of this Agreement or the Related Agreements, if prior to such Transfer, each of the following requirements is satisfied: (1) the Developer submits or causes to be submitted to the Authority all information reasonably requested for the Authority to make its determination required hereunder; (2) there is no event of default continuing under this Agreement or the Related Agreements; (3) the transferee satisfies the qualification standards with respect to creditworthiness, reputation and experience customarily applied by Fannie Mae or Freddie Mac, as applicable, to the approval of borrowers in connection with the transfer of similar loans on multifamily properties; (4) the transferee executes an assumption agreement that is acceptable to the Authority and that, among other things, requires the transferee to perform all obligations of the Developer set forth in this Agreement and the Related Agreements; and (5) the Developer pays, or causes the proposed transferee to pay, the amount of the Authority's out-of-pocket costs (including reasonable attorneys' fees) incurred in reviewing the Transfer request.

In the absence of specific written agreement by Authority, prior to the issuance of a Release of Construction Covenants, no Transfer by Developer of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement, in a form approved by the Authority, assuming such obligations.

(3) **Exceptions**. The foregoing prohibition shall not apply to any of the following:

(a) Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 512, but Developer shall notify Authority in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

(b) Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (A) above, provided that the amount of indebtedness incurred in the restructuring or refinancing is at a debt service coverage ratio of not less than 1.15.

(c) The granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

(d) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(e) A sale or Transfer of 49% or more of an ownership or controlling interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or Transfers to a corporation or partnership in which the immediate family members or shareholders of the Transferor have a controlling majority interest of 51% or more.

(f) A sale or Transfer of an interest in Developer to a Qualified Tax Credit Investor.

(g) The (A) sale, transfer, conveyance or pledge of limited partnership interests in the Developer, (B) sale, transfer, conveyance or pledge of any partnership interest or membership interests in the limited partners of the Developer, or (C) the appointment by the partners of the Developer of an additional or substitute co-general partner in accordance with the partnership agreement of the Developer; provided the Developer delivers prior written notice thereof to the Authority that any additional or substitute general partner of the Developer is a single purpose entity to which the Authority has given its written consent, which consent shall not be unreasonably withheld.

(h) The transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner, or (C) of an interest in an existing general partner so long as such transfer, together with any prior transfer of an interest or interests in an existing general partner, do not result in more than forty-nine percent (49%) of the interest in an existing general partner having been transferred since the date hereof.

(i) Transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of the Tax Credit limited partner.

(j) Transfers of an interest in a parent of a partner, provided, however, transfers of an interest in a parent of a partner performing the primary management functions on behalf of the Developer which results in Related owning less than a controlling interest in such parent of such partner shall be subject to the written consent of the Authority, which consent shall not be unreasonably withheld; or

(k) The lease of a Residential Unit to a Qualified Tenant.

(l) Assignments for financing purposes as required in order to effect the Senior Financing.

(m) Transfer of the Project or partnership interests in the Developer's limited partnership to a general partner of Developer at the end of the fifteen year Tax Credit initial compliance period.

(n) Admission of the Qualified Tax Credit Investor to the Developer or the transfer of the Qualified Tax Credit Investor's interest in Developer to another party, or the redemption of the Qualified Tax Credit Investor's interest in the Developer provided that, prior to any such Transfer, the Qualified Tax Credit Investor has paid in full its capital contribution to Developer as and to the extent required in the Developer's partnership agreement.

(o) Transfer of the interest of REC in the Developer to another entity controlled by Related.

(4) Restrictions After Completion. It is hereby acknowledged by Developer and Authority that significant Authority Financial Assistance is being provided for the Project. Therefore, subsequent to the issuance of the Certificate of Completion, except as otherwise permitted under Section 303(3), Developer may not sell, Transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any Transfer restrictions contained within the Deed or the Regulatory Agreement, as applicable.

4. (§400) DISPOSITION OF THE SITE

A. (§401) Financing Milestones.

The parties acknowledge that Developer intends to finance the acquisition, development, construction, and equipping costs for the Project with funds from a variety of sources, including those funding sources identified on the Project Budget attached to this Agreement as Attachment 5. Developer shall diligently apply for and pursue each funding source identified in the Project Budget at the earliest feasible opportunity, taking into account rules, requirements and scoring criteria applicable to each funding source. Not counting the Authority Financial Assistance to be provided pursuant to this Agreement, Developer shall demonstrate, to Authority's reasonable satisfaction by the dates set forth in the Schedule of Performance, that Developer has secured a bona fide award of Low Income Housing Tax Credits ("LIHTC") in an amount sufficient to provide for development of the Project in accordance with the Project Budget.

Developer shall submit up to four consecutive applications to the California Tax Credit Allocation Committee ("TCAC") for LIHTC as specified in the Schedule of Performance. In the event that the Developer applies for and does not receive an allocation of LIHTC after four allocation rounds, Developer and the Authority shall meet and confer to determine whether Developer shall make another application if all parties agree that such application would be competitive under the then-applicable TCAC scoring criteria, provided that neither party shall have an obligation to continue this Agreement.

All funding sources for the Project shall be subject to Authority's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

B. (§402) **Employment of Local Residents**.

A goal of the Authority with respect to this Project and other major projects within the city is to secure employment opportunities for Carson residents. To that end, Developer covenants that Developer shall make best faith efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction of the Project, including minority owned business enterprises, to be listed with the Carson Career Center, 801 E. Carson Street, Carson, CA 90745, (310) 952-1762, or the South Bay Workforce Investment Board, 11539 Hawthorne Boulevard, Suite 500, Hawthorne, CA 90250, (310) 970-7700. Prior to the commencement of construction, and as soon as practicable, Developer and Prime Contractor shall contact the Carson Career Center to schedule a Pre-Construction Orientation Meeting to discuss requirements of the Local Hire Program, recordkeeping and monthly reporting requirements necessary for the evaluation of the project compliance with the Local Hire Program. In addition, the Prime Contractor shall: (1) establish a point of contact to provide information about available job opportunities, (2) conduct outreach efforts to attract local subcontractors and tradesmen, and (3) coordinate Local Hire Workshops with the Carson Career Center to educate potential local subcontractors and tradesmen about construction employment opportunities. In addition, Developer shall include in each contract with any contractor and shall obligate the contractor to include in each subcontract with any subcontractor undertaking work on the Project, a provision obligating such contractor to make such efforts or to cause its subcontractors to make such efforts. Developer shall be deemed to have complied with its obligations set forth in this Section if its construction contract(s) with contractors contains language substantially as follows (or as may otherwise be approved by Authority's Counsel in writing): "[Name of contractor] shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction/installation of [describe the applicable work of improvements], including minority owned business enterprises, to be listed with the Carson Career Center, or the South Bay Workforce Investment Board. The Authority is an express third party beneficiary of the foregoing obligations of [name of contractor] and shall have the authority to enforce the same (provided that no such exercise by the Authority of its rights or remedies provided for herein impairs or jeopardizes the rights of [name of Developer]." The provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Authority. In addition, and notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall Developer be deemed to be in Default of its obligations set forth in this Agreement if it performs its obligations set forth in this Section but a contractor of Developer commits a default under the applicable provisions of its construction contract.

C. (§403) **Disposition of the Site**.

At the time set forth in the Schedule of Performance, Authority shall convey the Site to Developer, upon the terms and conditions hereinafter set forth pursuant to Developer's agreement to develop the Project on the Site as described in the Scope of Development.

D. (§404) **Authority Assistance.**

(1) **Method of Assistance**. Subject to and conditioned upon Developer's satisfaction and continued compliance with the provisions of this Agreement, the Authority agrees to provide Developer with assistance for development of the Project as follows:

(a) Authority Financial Assistance. The total estimated cost of the Project is approximately $17,217,806, as further described in the Project Budget. This estimated cost includes the Site acquisition costs and the hard and soft costs of constructing the Project. The Authority agrees to loan funds ("Authority Loan") in an amount equal to Three Million Three Hundred, Thirty-Two Thousand Dollars ($3,320,000) to pay the actual costs for the pre-development, construction and operation of the Project and to allow Escrow to close without the payment of the Purchase Price. Accordingly, the "Authority Financial Assistance" includes the Authority Loan plus the Purchase Price, for the total of Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446). Developer shall use all of the Authority Financial Assistance for approved Project costs and Developer shall certify such use to Authority.

(b) Authority Loan Only for Project Costs. The Authority Loan will be disbursed in accordance with the Project Budget and may take the form of cash disbursements, reimbursements, or such other form as deemed necessary by the parties to carry out the Project. The Authority Financial Assistance is based on the attached Project Budget which assumes a 9% tax credit application in the first round for 2013.

(c) Refinancing. Developer shall not be in default of the Authority Note and need not seek approval of Authority in refinancing any outstanding loan or note secured by the Site if all net proceeds from such refinance are applied against the unpaid balance of the Senior Financing and the Authority Note and the debt service arising from such refinance does not reduce the Residual Cash Flow.

(d) Compliance with Applicable Laws. Developer acknowledges that the Authority Loan and all cash funds and the tax credit funds are subject to all terms and conditions of the Authority, this Agreement, and other local, state or federal agencies with jurisdiction over the source of funds and that the Project will be developed, constructed, and operated in accordance with such laws and regulations and the City's standards and regulations and this Agreement. It is expressly understood and agreed by the parties that this section does not limit the amount of costs that may be charged or imposed by the City for the Project or the Project approvals.

(e) Affordability Covenant. In exchange for the Authority Financial Assistance, Developer shall, for a continuous fifty-five (55) year period from the date of issuance of a Certificate of Occupancy for the Project, operate and maintain the Project in compliance with the terms of this Agreement and the Regulatory Agreement, including, but not limited to, providing affordable housing within the City. The Regulatory Agreement will be recorded concurrent with the Close of Escrow.

(2) **Security for Assistance**. Developer shall make and give to the Authority the following types of security for the Authority Financial Assistance being provided by the Authority under this Agreement:

(a) Authority Note. Developer's obligation to repay the Authority Financial Assistance shall be evidenced by a promissory note ("Authority Note") having a form and content the same in all material respects to the Authority Note attached hereto and incorporated herein as Attachment 9. The Authority Note shall provide:

(i) That the Authority Note shall be a residual receipts loan and shall be in the amount of Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446). Repayment of the Authority Note, including all principal and accrued interest, shall be made in annual payments from fifty percent (50%) of Residual Cash Flow, to the extent Residual Cash Flow is available, commencing in the first year after issuance of the Certificate of Occupancy for the Project, and any unpaid amounts shall accrue simple interest at a rate of one-half of one percent (0.5 %) per annum. The unpaid balance of the Authority Note, plus accrued interest, if not paid in full within the fifty-five (55) year term, is due and payable in full at the end of the fifty-five (55) year term.

(ii) That any Default of this Agreement or the Authority Regulatory Agreement by Developer which remains uncured after the period provided for cure under the Agreement shall be a breach of the Authority Note, in which event the entire outstanding principal balance of the Authority Note, plus accrued interest, shall become due and payable by Developer on demand by the Authority.

(iii) That the Authority Note shall be secured by a Deed of Trust and Assignment of Rents having a form and content the same in all material respects to the Deed of Trust attached hereto and incorporated herein by reference as Attachment 10 ("Authority Deed of Trust").

(iv) The Authority Note shall be nonrecourse to the Developer.

(b) Authority Deed of Trust. Developer's reimbursement obligation as set forth in this Agreement and its obligations under the Authority Note shall be secured by the Authority Deed of Trust having a form and content the same in all material respects to the document attached hereto and incorporated herein by reference as Attachment 10. The rights established in this Section and under the Authority Deed is not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Authority will have provided public funds to assist the development of a private project as permitted under applicable laws.

(c) Guaranty. Developer shall guaranty the Completion of the Project by executing a Guaranty substantially in the form of the Guaranty attached hereto and incorporated herein as Attachment 11.

(3) Authority Funds. All distributions and use of funds made by the Authority under this Agreement shall be subject to the following:

(a) Disbursement of Funds. The Authority Loan shall be disbursed by Authority to Developer pursuant to the requirements of all applicable laws and as set forth in all relevant documents, including any amendments thereto, and as follows: (i) Developer may request a draw down on amounts necessary to pay Authority--approved predevelopment costs, which draw, if requested, shall be funded concurrently with the Close of Escrow, provided that Developer has submitted all required documentation to the Authority in connection with such draw (as further described in Subsection a below); and (ii) after construction has commenced, disbursements, less ten percent (10%) of the Authority Loan which shall not be disbursed until Completion, shall be tendered no more than every thirty (30) days, in arrears.

(b) Predevelopment; Construction Costs. Authority agrees to provide the Authority Loan to Developer, in part, to reimburse the Developer for certain predevelopment and construction costs of the Project such that the draw down on the Authority Note shall be in phases. The predevelopment draws shall reimburse Developer for costs associated with relocation, architect and engineering costs, city fees and financing costs if and as indicated on the Developer's proforma for the Project and shall not exceed $1,000,000.00.

(c) Applications for Disbursement. On or about the 30th day of each month after the Close of Escrow, and after the close of all construction financing for the construction costs and continuing until all of the Authority Loan has been disbursed, the Developer shall submit to the Authority an "Application for Disbursement" which shall include:

(i) A written, itemized statement, signed by a representative of the Developer which sets forth: (i) a description of the work performed, material supplied, and/or costs incurred or due for which disbursement is requested; and (ii) the total amount incurred, expended and/or due for the requested disbursement. If requested by Authority, back up documentation shall be presented to substantiate the disbursement request. All moneys applied for and disbursed pursuant to this Section shall be applied only for the corresponding improvements and the statement(s) by the representative of the Developer shall so affirm, in a writing signed under penalty of perjury.

(ii) Mechanics lien waivers including: (i) a Conditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(1)) for itself and each contractor covered by such Request Payment, (ii) an Unconditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(2)) for itself and each of its contractors covering the full

amount of all previous payments made to Developer, and (iii) an Unconditional Waiver and Release Upon Final Payment (California Civil Code Section 3262(d)(4)) for its contractors who have completed their work and for whom Developer has received full payment.

(iii) An Architect's certificate of substantial completion, prior to the final disbursements.

(iv) Certification that in completing construction pursuant to this Section, the Developer has complied with all applicable laws.

(v) Each Application for Disbursement by the Developer shall constitute a representation and warranty by the Developer that all work encompassed by the Application has been accomplished in accordance with City standards for such work and sound construction practices, and that the Developer is in compliance with all of the provisions of this Agreement.

(d) Approval and Payment. Upon receipt of an Application for Disbursement the Authority shall review the same and shall approve the same subject to such exceptions as the Authority deems reasonably necessary and appropriate under the then current circumstances. Such approval may not unreasonably be withheld or delayed. The Authority shall pay, or cause to be paid, any approved disbursements within thirty (30) days following the Authority's receipt of the corresponding Application for Disbursement.

(e) Development of the Project. Developer shall commence and diligently prosecute the Project to completion within the time provided and otherwise in strict compliance with this Agreement. Construction on the Project shall commence within ninety (90) days of permit issuance.

(4) **Conditions Precedent to Disbursement of Authority Loan**. The Authority Loan proceeds shall not be disbursed prior to the satisfaction of the following conditions:

(a) The Developer has submitted a financing plan for the Authority's approval that identifies all sources of funds with a Developer Fee that does not exceed One Million Eight Hundred Eighty Five Thousand Dollars ($1,885,000.00) and management fees and permits which do not exceed six percent (6%) of the effective gross income.

(b) The Developer has provided the Authority with the original executed Guaranty.

(c) The Developer has obtained commitments for all necessary construction and other funding required to construct and operate the Project.

(d) The Developer has submitted to the Authority the documentation of the insurance and performance and payment bonds for the Project.

(e) Escrow has closed and the Developer has executed and provided Authority with the appropriately executed Authority Note and the recorded Authority Deed of Trust.

(f) The Developer has executed and provided Authority with the executed and recordable Authority Regulatory Agreement and the Notice of Affordability Restrictions on Transfer of Property

(5) **Limit on Assistance**. Except as is expressly provided for in this Agreement, the Authority shall have no obligation to provide Developer with additional assistance to pay any development costs or to carry out or complete the Project.

E. (§405) General Indemnity

Except as to the negligence, active negligence or willful misconduct of Authority, Developer expressly agrees to and shall indemnify, defend, release, and hold Authority, its predecessors and successors and their officers, officials, agents, servants, employees, attorneys and contractors harmless from and against, any claim, liability, loss, damage, entry, cost, or expense (including, but not limited to, attorneys' fees, expert fees, and court costs) which arises out of or is in any way connected with this Agreement and/or Developer's possession, use and operation of the Site. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the employees, agents, servants, vendors or subcontractors of Developer and its tenants and the tenants' invitees. The parties expressly agree that any payment, attorneys' fees, costs or expense that the Authority incurs or makes to or on behalf of an injured employee under Authority's self-administered workers' compensation is included as a loss, expense or cost for the purpose of this provision. Authority shall not be responsible for any acts, errors or omissions of any person or entity except Authority and its respective officers, agents, servants, employees or contractors. The parties expressly agree that the obligations of Developer under this Section shall survive the expiration or early termination of the Agreement.

Developer shall, except as to the negligence, active negligence or willful misconduct of Authority, indemnify, defend, protect and hold the Authority harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the holder thereof, arising as a result of any (i) fraud or material misrepresentation by the Developer under or in connection with this Agreement or the Related Agreements; (ii) bad faith waste of the real property encumbered by the Authority Deed of Trust; and (iii) losses resulting from the Developer's failure to maintain insurance as required under the provisions of the Authority Deed of Trust. The Developer's obligation to indemnify the Authority hereof as aforesaid shall be recourse obligations of the Developer, and in the event of any breach of such obligations, the Authority shall have the right to proceed directly against the Developer to recover any and all losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

F. (§406) Release from Liabilities Relating to New Legislation

Developer hereby agrees to release and hold harmless Authority, its directors, officers, employees, agents, representatives, heirs, successors, the City of Carson and its Successor Agency from and against any and all costs, expenses, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any application or impact of AB 26 and/or its attendant "clean-up" legislative bills upon (i) Authority's existing rights to the Site or Authority funding sources identified hereunder, (ii) this Agreement, (iii) Authority's authority to convey the Site to Developer, (iv) Developer's authority to acquire the Site, or (v) any other costs or expenses whatsoever that may result to Developer as a result of AB 26 and/or its attendant "clean-up" legislative bills. This release shall terminate on the earlier to occur of (1) the issuance by the California Department of Finance of a "certificate of completion" and approval of the Authority's "property management program" under the terms of AB 1484 (Stats. 2012, Ch.26) and approval of the assets (property and funds) to be used under the terms of this Agreement in the fashion described herein, or (2) the day prior to the outside date established by TCAC for Developer's acceptance of an award of 9% tax credits (provided that Developer gives the Authority notice in writing of an award of 9% tax credits within one (1) day of receiving notice from TCAC of such award), Developer further acknowledges, releases and holds the Authority, City and Successor Agency harmless from any exceptions from title insurance coverage or defects in title that may inure to the Site as a result of AB 26 and/or its attendant "clean-up" legislative bills.

G. (§407) Assignments

There shall be no sale, assignment or transfer of the Project or Site unless the Authority has given its prior written approval or the assignment is otherwise permitted under this Agreement. The Authority hereby agrees to approve the assignment of Developer's obligations under this Agreement to a limited partnership (the "Partnership") of which Developer is a general partner and an affiliate of Developer; provided however, that the Authority's agreement to approve such transfer is contingent upon (1) notice from Developer to the Authority prior to the transfer, and (2) the partnership agreement for the Partnership includes a provision requiring that, in the event the Developer intends to withdraw or is removed from the Partnership as a general partner, the Authority shall have the right to approve its replacement, which approval shall not be unreasonably withheld. The Authority's approval shall be evidenced by written correspondence from the Authority's Executive Director. The foregoing restrictions shall not apply to any of the following:

(a) The conveyance or dedication of any part of the Site to the Authority or other appropriate governmental agency for street, utility, or other public purposes consistent with Authority Regulations.

(b) A conveyance of a leasehold estate in one of the Residential Units in the Project in accordance with the provisions of this Agreement.

(c) A conveyance resulting from eminent domain action or an acquisition under threat of an acquisition under threat of eminent domain.

(d) The admission of a nonprofit managing general partner into Developer.

(e) The admission of an investor limited partner into Developer, and the exercise of all rights or remedies the investor limited partner may have in the partnership agreement of Developer, as it may be amended.

H. (§408) Escrow.

Escrow shall be opened within the time period specified in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of Authority and Developer for the Site, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. Authority and Developer shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modifications by both Developer and Authority.

I. (§409) Conditions to Close of Escrow for Acquisition.

(1) Developer's Conditions to Closing. Developer's obligation to acquire the Site and to close Escrow hereunder shall, in addition to any other conditions set forth herein in favor of Developer, be conditional and contingent upon the satisfaction, or waiver by Developer, of each and all of the following conditions (collectively, "Developer's Conditions to Closing") within the time provided in the Schedule of Performance:

(a) Developer shall have approved the environmental condition of the Site as set forth in Section 412(4) and Developer shall have approved of title as set forth in Section 410 and the title company shall have unconditionally committed to issue the Developer's title policy to Developer subject only to those title conditions approved by Developer as set forth in Section 410 and subject to the conditions and exceptions recited in the Deed, the Authority Deed of Trust, and the Authority Regulatory Agreement, which documents shall have been deposited into escrow in a recordable form.

(b) Authority shall have deposited into escrow a certificate ("FIRPTA Certificate") in such form as may be required by the Internal Revenue service pursuant to Section 1445 of the Internal Revenue Code.

(c) Developer shall have obtained evidence of financing commitments for the development of the Site, including a reservation of LIHTC from the California Tax Credit Allocation Committee in an amount contemplated by the Developer to develop the Project.

(d) Authority shall have deposited into escrow the executed Grant Deed.

(e) Developer shall have obtained from the City all required approvals and permits, including site plan review, conditional use, subdivision, building, grading, landscaping, and others for the development of the Site as the Project.

(f) No litigation shall be threatened or pending which seeks to prevent the construction or operation of the Project, or any part thereof, according to the terms set forth in this Agreement.

(g) Authority shall disburse available funds into Escrow in the amount of the initial draw under the Authority Loan no later than one day prior to closing of escrow for purposes of paying predevelopment expenses.

(h) At the Closing, the Authority shall not be in material Default in any of its obligations set forth in this Agreement and all representations and warranties of Authority contained herein shall be true and correct in all material respects, to the best of Authority's knowledge.

Any waiver of the foregoing conditions must be express and in writing. In the event that the foregoing conditions have not been satisfied within the time provided therefor in the Schedule of Performance, either party may terminate this Agreement by delivering a written notice in accordance with Section 411.

(2) **Authority's Conditions to Closing.** Authority's obligation to sell the Site and to close escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Authority, be conditional and contingent upon the satisfaction, or waiver by Authority, of each and all of the following conditions (collectively, "Authority's Conditions to Closing") within the time provided in the Schedule of Performance:

(a) Developer shall have obtained evidence of financing commitments for the acquisition and development of the Site, including a reservation of LIHTC from the California Credit Allocation Committee, and Authority shall have approved such commitments.

(b) Developer shall have timely submitted to Authority plans and drawings for all improvements to be constructed on the Site, including for site plan review, conditional use, building, grading, landscaping and other plans and drawings, as provided in Section 502 and Developer shall have obtained from all applicable agencies all approvals and permits (or permit ready letters in lieu thereof) needed to develop the Project on the Site.

(c) Developer shall not have made or attempted to make a Transfer in violation of Section 303.

(d) Developer shall have deposited into escrow the Guaranty, Authority Note, Authority Deed of Trust and Authority Regulatory Agreement in an executed and, where applicable, recordable format.

(e) Developer shall have provided a copy of the construction contract for the Project.

(f) At the Closing, Developer shall not be in material Default in any of its obligations set forth in this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects, to the best of Developer's knowledge.

(g) Any waiver of the foregoing conditions must be express and in writing. In the event that Developer fails to satisfy Authority's foregoing conditions or defaults in the performance of its obligations hereunder, Authority may terminate this Escrow.

(3) **Both Parties' Conditions to Closing.** Prior to the Closing Date, Developer and Authority shall execute and deliver a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of closing, gross price, and taxpayer identification number for Developer and Authority. Prior to the Closing, Developer and Authority shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither party shall be in breach of its obligations hereunder.

J. (§410) **Conveyance of the Site.**

(1) **Time for Conveyance.** Escrow shall close after satisfaction of all conditions to close of escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site, shall be delivered to Developer concurrently with the conveyance of title.

(2) **Escrow Agent to Advise of Costs.** On or before the date set in the Schedule of Performance, the Escrow Agent shall advise the Authority and the Developer in writing of the fees, charges, and costs necessary to clear title and close escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

(3) **Deposits By Authority Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Authority shall execute, acknowledge and deposit into escrow (i) the Grant Deed; (ii) an estoppel certificate certifying that Developer has completed all acts, other than as specified, necessary for conveyance, if such be the fact; and (iii) payment to Escrow Agent of Authority's share of costs as determined by the Escrow Agent.

(4) **Deposits By Developer Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Developer shall execute and acknowledge as may be required and deposit into escrow: (i) the Authority Regulatory Agreement and Notice of Affordability Restrictions; (ii) the Authority Note, Guaranty and Authority Deed of Trust; (iii) an estoppel certificate certifying that Authority has completed all

acts, other than as specified, necessary to conveyance, if such be the fact; and (iv) payment to Escrow Agent of Developer's share of costs as determined by the Escrow Agent.

(5) **Recordation and Disbursement of Funds.** Upon the completion by the Authority and Developer of the deliveries and actions specified in these escrow instructions precedent to Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Grant Deed, the Authority Regulatory Agreement, the Notice of Affordability Restrictions, the Authority Deed of Trust and any other appropriate instruments delivered through this escrow, if necessary or proper to, and provided that the fee title interest can, vest in Developer in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver the Title Policy to Developer insuring title and conforming to the requirements of Section 410. Following recordation, the Escrow Agent shall deliver copies of said instruments to Developer and Authority.

K. (§411) Title Matters.

(1) **Condition of Title.** Authority shall convey to Developer fee interest in the entire Site, subject only to: (i) this Agreement, conditions in the Grant Deed, the Authority Deed of Trust, the Guaranty, the Notice of Affordability Restrictions and the Authority Regulatory Agreement; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record approved by Developer, which approval shall not be unreasonably withheld; and (iv) covenants, conditions and restrictions, reciprocal easements, and other encumbrances and title exceptions approved by Developer under this Section.

(2) **Authority Not to Encumber Site.** Authority hereby warrants to Developer that it has not and will not, from the Effective Date of this Agreement through close of Escrow, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Developer.

(3) **Approval of Title Exceptions.** Prior to the date in the Schedule of Performance, Authority shall deliver to Developer an ALTA survey of the Site and a preliminary title report or reports (collectively, the "Title Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report. The Developer shall have the right to reasonably approve or disapprove the Exceptions. The Developer shall have one hundred forty (140) days from the date of its receipt of the Title Report to give written Notice to the Authority and Escrow Agent of the Developer's approval or disapproval of any of such Exceptions set forth in the Title Report, within its reasonable discretion. Developer's failure to provide Notice of its approval of the Title Report within such time limit shall be deemed disapproval of the Title Report. If the Developer delivers Notice to the Authority of its disapproval of any Exceptions in the Title Report, the Authority shall have the right, but not the obligation, to elect to remove any disapproved Exceptions within thirty (30) days after receiving written Notice of the Developer's disapproval or to deliver Notice to the Developer providing assurances satisfactory to the Developer within said time period that such Exception(s) will be removed on or before the Closing. If the Authority cannot or does not elect to remove any of the disapproved Exceptions within that period, Authority shall provide

Notice of such fact to Developer and Developer shall have thirty (30) days after receiving such Notice to either give the Authority written Notice that the Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Authority written Notice that the Developer elects to terminate this Agreement and the Developer's failure to give timely written Notice shall be deemed as an election to terminate this Agreement. Fee simple title subject only to the Exceptions to title approved by the Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by the Developer). The Authority shall not voluntarily create any new exceptions to title following the Date of Agreement.

(4) **Title Policy.** At the close of escrow, Escrow Agent shall furnish Developer with an ALTA Policy of Title Insurance ("Title Policy") for the Developer's interest, wherein the Title Company shall insure that title to the Site shall be vested in Developer, containing no exception to such title which has not been approved or waived by Developer in accordance with this Section. The Title Policy shall include any available additional title insurance, extended coverage or endorsements that Developer has reasonably requested. The Authority shall pay only for that portion of the title insurance premium attributable to the standard coverage. Developer shall pay for the premium for any additional title insurance, extended coverage or special endorsements.

L. **(§412) Evidence of Financial Capability.**

Within the time set forth in the Schedule of Performance, Developer shall submit to Authority's Executive Director for approval evidence reasonably satisfactory to the Executive Director that Developer has the financial capability necessary for the development of the Project on the Site pursuant to this Agreement. Such evidence of financial capability shall include all of the following:

(1) Reliable cost estimates for Developer's total cost of developing the Project (including both "hard" and "soft" costs).

(2) A complete copy of the construction loan commitment obtained by Developer to finance the development of the Project, or such other documentation reasonably satisfactory to the Executive Director sufficient to demonstrate that Developer has adequate funds available and committed to finance the development of the Project.

(3) An executed letter of intent with a Qualified Tax Credit Investor that demonstrates that Developer has adequate funds available and/or committed to cover the difference between the total development costs of the Project (subparagraph (1) above) and the proceeds of the construction loan commitment (subparagraph (2) above) and the Authority Loan.

(4) A copy of the proposed contract between Developer and its general contractor for all of the improvements required to be constructed by Developer hereunder, certified by Developer to be a true and correct copy thereof.

Developer covenants and agrees to take all action, furnish all information, give all consents and pay all sums reasonably required to keep the construction loan commitment in full force and effect and shall comply in all material aspects with all conditions thereof, and shall promptly execute, acknowledge and deliver all applications, credit applications and data, financial statements, and documents in connection therewith.

M. (§413) Condition of Site.

(1) Disclaimer of Warranties. Upon the Close of Escrow, Developer shall acquire the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, and geotechnical condition of the Site. Authority makes no representation or warranty concerning the physical, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and specifically disclaims all representations or warranties of any nature concerning the Site made by Authority or the City and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose for which the Site is suited, or drainage. Moreover, Authority makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

(2) Right to Enter Site, Indemnification. Developer shall have the right to enter upon the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work or Site investigation or for any other purposes to carry out the terms of this Agreement. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant (the "Environmental Consultant") and other consultants to make such investigations of the Site as the Developer deems necessary, including any soils, geotechnical and other testing of the Site. Developer shall indemnify, defend and hold Authority harmless from and against any claims, injuries or damages arising out of or involving any such entry or activity as provided in Section 505. Any such activity shall be undertaken only after securing any necessary permits from the appropriate governmental agencies and providing Authority with certificates of insurance evidencing the coverages required in Section 507. The Developer shall reasonably approve or disapprove of the physical and environmental condition of the Site as described in Section 412(4) below.

(3) Hazardous Materials. Developer understands and agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but under no circumstances shall Developer look to Authority, City or Successor Agency for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, except if such loss or liability is the result of Authority's or City's failure to disclose the existence of any Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines which the Authority has knowledge of at the time of execution of this Agreement to the Developer. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Authority, City, and the Successor Agency and their directors, officers, employees, agents, and their respective heirs, successors, personal

representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Authority, City and Successor Agency, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against the Authority, City or Successor Agency, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

DEVELOPER'S INITIALS: _____ AUTHORITY'S INITIALS: _____

(4) Developer and each of the entities constituting Developer, shall, from and after the Closing, defend, indemnify and hold harmless Authority, City and Successor Agency and their officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Site, whether before or after Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site occurring at any time whether before orafter the Closing including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Developer further agrees that in the event Developer obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Developer shall use its diligent efforts to obtain for Authority, City and Successor Agency the same releases, indemnities and other comparable provisions. The foregoing indemnity shall not apply with respect to Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal

or administrative orders or proceedings, demands or other liabilities resulting from the release of Hazardous Materials by, or arising out of willful misconduct of, any Indemnified Party to the Site during the period of time that the Authority owned and had control of the Site.

For purposes of this Section, the following terms shall have the following meanings:

a. "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

b. "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

c. "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

d. "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

e. "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material,"

"hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Developer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

(5) **Due Diligence.** During the period commencing on the Effective Date and ending at 5:00 p.m. on the date which is ninety (90) days thereafter ("Due Diligence Period"), Developer may inspect the Site in order to determine whether to approve the physical condition of the Site as described in Section 412(2) above. Authority shall cooperate and provide such information in Authority's possession reasonably necessary for Developer to conduct its due diligence review during the Due Diligence Period. The Developer's failure to deliver written Notice of its approval within such time limit shall be deemed disapproval of the physical and environmental condition of the Site. In the event Developer does not approve of the condition of the Site by written notice to Authority prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

N. (§414) Costs of Escrow.

(1) **Allocation of Costs.** The Escrow Agent is authorized to allocate costs as follows: Authority shall pay the cost of the Title Policy as provided above while Developer shall pay premiums for any additional insurance, extended coverage or special endorsements. Authority shall pay the documentary transfer tax as well as all recording fees. Developer and Authority shall each pay one-half of all escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges. Each party shall pay its own attorneys' fees.

(2) **Proration and Adjustments.** Ad valorem taxes and assessments on the Site and insurance for the current year shall be prorated by the Escrow Agent as of the date of Closing with the Authority responsible for those levied, assessed or imposed prior to Closing and the Developer responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Developer and Authority shall, within thirty days thereafter, reprorate the taxes in cash between the parties.

(3) **Extraordinary Services of Escrow Agent.** It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement or that there is any assignment of any interest in the subject matter of this Escrow or that any controversy arises hereunder, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

(4) **Escrow Agent's Right to Retain Documents.** Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid. The undersigned hereby jointly and severally promise to pay such sums upon demand.

O. (§415) **Termination of Escrow.**

(1) **Termination.** Escrow may be terminated by demand of either party who then shall have fully performed its obligations hereunder required to be performed by the date of such demand if:

(a) The Conditions to Closing have not occurred or have not been approved, disapproved, or waived as the case may be, by the approving party by the date established in the Schedule of Performance for the occurrence of such Condition, including any grace period pursuant to this Section; or

(b) Either party is in breach of the terms and conditions of this Agreement; or

(c) Either party has been granted such right expressly in this Agreement; or

(d) Developer has not given timely written approval of the physical and environmental condition of the Site.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until fifteen (15) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the

Escrow Agent by the non-terminating party within the fifteen (15) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in subsection 2 of this Section. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Developer and Authority or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

(2) **Opportunity to Cure.** Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party with the power to approve said Conditions ("approving party"), then such party shall explain in writing to the other party ("nonapproving party") the reason for the disapproval. Thereafter, the nonapproving party shall have an additional thirty (30) days to satisfy any such Condition to Closing (or in the event such Conditions cannot be satisfied in such additional thirty (30) then within a reasonable amount of time so long as the nonapproving party is diligently effecting satisfaction of said Conditions), and only if such Conditions still cannot be satisfied may the approving party terminate the Escrow. In the event Escrow is not in a condition to close because of a default by any party, and the performing party has made demand as stated in Subsection 1 of this Section, then upon the non-performing party's delivering its objection to Escrow Agent and the performing party within the above thirty (30) day period, the non-performing party shall have the right to cure the default in accordance with and in the time provided in Section 801

P. **(§416) Responsibility of Escrow Agent.**

(1) **Deposit of Funds.** All funds received in Escrow shall be deposited by the Escrow Agent in a special interest-bearing escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

(2) **Notices.** All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 901 of this Agreement for notices, demands and communications between Authority and Developer.

(3) **Sufficiency of Documents.** The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and Authority's instructions for their use.

(4) **Exculpation of Escrow Agent.** The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

(5) **Responsibilities in the Event of Controversies.** If any controversy documented in writing arises between Developer and Authority or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of

competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Developer and Authority of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

(6) **Information Report.** The "Reporting Person" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the transactions contemplated by this Agreement shall be Escrow Agent. The name and address of Escrow Agent is set forth on the first page of this Agreement. It is agreed that Escrow Agent is an eligible person under Section 1.6045-4(e)(5)(ii) of said Regulations. Escrow Agent hereby agrees to be responsible for complying with the reporting and other requirements of Internal Revenue Code Section 6045(e) and the income tax regulations promulgated thereunder. Pursuant to said regulations, the address for the transferor and transferee are as set forth for Authority and Developer respectively in Section 901 below, and the identifying information regarding the real estate transferred is the legal description for the Site or portion thereof being transferred. Escrow Agent agrees to file the form required by said regulations between the end of the calendar year in which the Close of Escrow occurs and February 28 of the following calendar year. Developer and Authority agree (i) to cooperate with Escrow Agent and with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-S as such may be hereafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereafter promulgated by the Treasury Department with respect thereto; (ii) that Developer and Authority, their respective employees and attorneys, and Escrow Agent and its employees may disclose to the Internal Revenue Service, this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e); (iii) that neither Developer nor Authority shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information; and (iv) to retain this Agreement for at least four (4) years following the close of the calendar year in which the Close of Escrow occurs.

5. (§500) DEVELOPMENT OF THE SITE.

A. (§501) Scope of Development.

The Site shall be developed by Developer as provided in the Scope of Development, the Regulatory Agreement, and the plans and permits approved by Authority and City pursuant to Section 502.

B. (§502) Development Plans, Final Building Plans and Environmental Review. Proposed Development's Consistency With Plan and Codes. Authority warrants and represents that the City's General Plan and Zoning Ordinance permit Developer's proposed development, and construction, operation, and use of the Site as provided in this Agreement including, without limitation, the Scope of Development, subject only to (i) approval of the Project by the Authority's Board after a public hearing, (ii) those development approvals yet to

be obtained, including any proposed General Plan and Zoning Ordinance amendments, Site Plan Review and subdivision approval (if required), and (iii) City's and Authority's review and approval of the Project in accordance with the California Environmental Quality Act; provided that it is expressly understood by the parties hereto that Authority makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City and Authority, Authority and City reserving full police power authority over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items, nor a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.Pursuant to the California Public Resources Code Section 21159.23, the proposed project is for an affordable housing community and is exempt from environmental review requirements of the California Environmental Quality Act (CEQA) Guidelines.

(1) **Evolution of Development Plan.** Concurrently with the approval of this Agreement, the Authority has approved the Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to the City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of Authority and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

(2) **Developer Best Efforts to Obtain Approvals.** Developer shall exercise its best efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

(3) **Authority Assistance.** Subject to Developer's compliance with (i) the applicable City and Authority development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, Authority agrees to provide reasonable assistance to Developer, at no cost to Authority, in the processing of Developer's submittals required under this Section. City or Authority's failure to provide necessary approvals or permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay.

(4) **Disapproval.** The Authority shall approve or disapprove any submittal made by Developer pursuant to this Section within sixty (60) days after such submittal. All submittals made by Developer will note the 60-day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in reasonable detail in writing the reason for the disapproval, and the changes which the Authority reasonably requests be made. Developer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days after the date of disapproval. Thereafter, Authority shall have an additional thirty (30) days for review of the resubmittal, but if the Authority disapproves the resubmittal, then the cycle shall repeat, until the Authority's approval has been obtained. The foregoing time periods may be shortened if so specified in the Schedule of Performance.

(5) **Development Fees.** Notwithstanding any assistance to be provided by the Authority under this Agreement, Developer shall be solely responsible for payment of all Development Fees.

(6) **Dedication of Rights-of-Way for Public Improvements.** Developer shall give and dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance, and repair of the Public Improvements. It is understood and agreed by Developer that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). Developer agrees that the making of such Dedications are part of the consideration provided by Developer for this Agreement, that Developer shall not seek, nor have a right to seek, any compensation from the Authority or City for such Dedications, and that Developer shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

(7) **No Exemption from Taxes.** This Agreement shall not exempt, and shall not be interpreted as exempting, Developer, Holder, or any person claiming through either of them, from the payment of, or from being subject to the levy of: (i) ad valorem property taxes imposed on the Site under Article XIII A of the California Constitution; (ii) special taxes imposed on the Site; (iii) special assessments imposed on the Site; (iii) any taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code §7200, et seq.; or (iv) any other taxes, assessments, fees, exactions, or charges any portion of which are allocated to, or received by, the City or the Authority and which are imposed due to the ownership, use, or possession of the Site or interest therein or due to the construction or operation of the Project. This Agreement shall not exempt, and shall not be interpreted as exempting, Developer, Holder, or any person claiming through either of them, from inclusion in any maintenance district, assessment district, community facilities district, other special district, or other method of public financing as may be allowed under the laws of the State of California or of the United States. The Authority acknowledges that Developer intends to obtain a Property Tax Exemption. Nothing in this Agreement shall prohibit the Developer from obtaining a Property Tax Exemption and until such time as such exemption has been obtained, Developer shall pay all Property Taxes levied on the Site.

(8) **Ownership of Plans**. All Development Plans, Construction Drawings, construction plans, architect's plans and other plans and drawings relating to the development of the Project shall be and remain the sole property of Developer, unless otherwise specified herein.

C. (§503) **Developer Responsibilities During Construction**.

The Developer shall be solely responsible for all actions necessary for the development of the Project and cause all construction of the Project to be performed in accordance with this Agreement, the Scope of Development and the Project Budget, as modified from time to time, as well as in accordance with all other applicable provisions of this Agreement and the Related Agreements and all applicable laws and regulations. The cost of constructing all of the improvements required to be constructed for the Project shall be borne by Developer. As all of the Authority Financial Assistance to Developer is being used exclusively for the affordable housing portion of the Project, the parties do not believe that the Project would be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720 or as the term "public work" is defined under the Davis-Bacon Act, if applicable. Notwithstanding the foregoing, to the extent that (contrary to the parties' intent) Developer is required to or is determined to be responsible to pay prevailing wages for the Project, Developer shall defend and hold the Authority, Successor Agency and City harmless from and against any all increase in construction costs, or other liability, loss, damage, penalty, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that any portion of the Project is subject to payment of prevailing wages.

In addition, in developing the Site, Developer shall water the ground as reasonably required by Authority and take such other actions as Authority shall reasonably require to minimize the impact of construction and airborne debris on nearby property.

D. (§504) **Schedule of Performance; Progress Reports**.

Developer shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay. Developer shall keep the Authority informed of the progress of construction and shall submit monthly written reports of the progress of the construction to the Authority in the form required by the Authority.

E. (§505) **Indemnification During Construction**.

During the periods of inspection and construction on the Site and until such time as the Authority has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, the Developer agrees to and shall indemnify and hold the Authority and the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of

any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Developer or its agents, servants, employees, or contractors. The Developer shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the Authority or the City, or their respective agents, servants, employees, or contractors. The Authority, Successor Agency and City shall not be responsible for any acts, errors, or omissions of any person or entity except the Authority, Successor Agency and City and their respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination of this Agreement.

F. (§506) Insurance.

Except as provided in this Section, prior to the entry by Developer on the Site pursuant to Section 409.3 and prior to the commencement of any construction by Developer on the Project, Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of such entry or construction, the following policies of insurance:

(1) **Developer's Casualty Insurance**. Developer shall, at its sole expense, obtain and/or cause to be maintained by any tenant on the Site, and shall keep in force on all buildings and improvements constructed as part of the Project until the expiration of this Agreement, and all time frames required hereunder, including all time frames contained within the Regulatory Agreements, a policy of standard "all risk" fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of one hundred percent (100%) of full replacement value against "all risks of physical loss" including without limitation a guaranteed replacement cost and code compliance coverage endorsement (excluding earthquake coverage, boiler and machinery insurance coverage, heating, air conditioning equipment, and other equipment of such nature), and insurance against loss or damage to personal property located on the Site by fire and other hazards covered by such insurance (without any deductible clause unless approved in writing by the Authority). In the event any tenant on the Site fails to maintain coverage to the extent of one hundred percent (100%) of full replacement value for the Site, then Developer shall maintain such additional or gap insurance to satisfy the requirements of this Section. All such insurance shall be payable to Authority. Such insurance policy and each portion thereof shall be in the broadest and most comprehensive form available in the market at the time such policy is issued or amended. Such policy shall, if required by the Authority, contain an agreed value clause sufficient (as determined by Authority) to eliminate any risk of Authority's coinsurance.

(2) **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 Developer, Authority and the City 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 Developer in the course of carrying out the work or services contemplated in this Agreement.

(3) **Automobile Insurance.** A policy of automobile liability insurance written on a per occurrence basis in an amount not less than One Million Dollars ($1,000,000.00)

combined single limit per accident for bodily injury and property damage covering owned, leased, hired, and non-owned vehicles.

(4) **Builder's Risk Insurance.** A policy of "Builder's Risk" insurance covering the full replacement value of all of the improvements to be constructed by Developer pursuant to this Agreement plus Developer's personal property and equipment. Developer shall procure the builder's risk insurance policy prior to commencing construction.

All of the above policies of insurance, except the Builder's Risk Insurance, shall be primary insurance and shall name Authority, City, and their officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against Authority, City, and their officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to Authority and City. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Executive Director. No work or services under this Agreement shall commence until the Developer has provided Authority with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Authority.

The policies of 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.

Developer shall provide in all contracts with contractors, subcontractors, architects, and engineers that said contractor, subcontractor, architect, or engineer shall maintain the same policies of insurance required to be maintained by Developer pursuant to this Section, unless waived or modified by the Risk Manager.

The Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Developer may be held responsible for the payment of damages to any persons or property resulting from the Developer's activities or the activities of any person or persons for which the Developer is otherwise responsible.

G. (§507) City and Other Governmental Agency Permits.

Before commencement of investigation of the condition of the Site or the construction or development of any buildings, structures, or other works of improvement upon the Site which are Developer's responsibility under the applicable Scope of Development, Developer shall at his own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to construct if any permit is not issued despite good faith effort by Developer. If there is delay beyond the usual time for obtaining any such permits due to no fault of Developer, the Schedule of Performance shall be extended to the extent such delay prevents

any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. Developer shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City or Authority which are standard for and uniformly applied to similar projects in the City.

H. (§508) Rights of Access.

Representatives of the Authority shall have the reasonable right to access the Site without charges or fees, at any time during normal construction hours during the period of construction and upon reasonable notice to Developer, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer. Such representatives of Authority shall be those who are so identified in writing by the Executive Director of Authority. Each such representative of Authority shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. Authority shall indemnify, defend, and hold Developer harmless from any injury or property damage caused or liability arising out of Authority's exercise of this right of access.

I. (§509) Applicable Laws.

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

J. (§510) Nondiscrimination During Construction.

Developer, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

K. (§511) Taxes, Assessments, Encumbrances and Liens.

Developer shall pay, prior to delinquency, all real estate taxes and assessments assessed or levied subsequent to conveyance of title. Until the date Developer is entitled to the issuance by Authority of a Release of Construction Covenants, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

L. (§512) Rights of Holders of Approved Security Interests in Site.

(1) Definitions. As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security

interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

(2) **No Encumbrances Except Mortgages to Finance The Project.** Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing of the construction of the improvements are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for financing the acquisition of the Site, for the construction of improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. The Developer (or any entity permitted to acquire title under this Section) shall notify the Authority in advance of any mortgage, if the Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. The Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned or delayed. Any lender approved by the Authority shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, the Developer shall promptly notify the Authority of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of the Developer or otherwise.

(3) **Developer's Breach Not to Defeat Mortgage Lien.** Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

(4) **Holder Not Obligated to Construct or Complete Improvements.** The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(5) **Notice of Default to Mortgages, Deed of Trust or other Security Interest Holders.** Whenever Authority shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, Authority shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to Authority therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

(6) **Right to Cure.** Each holder (insofar as the rights of Authority are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(a) obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(b) add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to Authority by written agreement satisfactory to Authority with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the Authority that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to Authority, to a Release of Construction Covenants from Authority.

(7) **Authority's Rights upon Failure of Holder to Complete Improvements.** In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, Authority may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(b) All expenses incurred by the holder with respect to foreclosure, if any;

(c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(d) The costs of any improvements made by such holder, if any; and

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Authority.

In the event that the holder does not exercise its option to construct afforded in this Section, and Authority elects not to purchase the mortgage of holder, upon written request by the holder to Authority, Authority agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by Authority), who shall assume the obligations of making or completing the improvements required to be constructed by Developer, or such other improvements in their stead as shall be satisfactory to Authority. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs a. through e. hereinabove, and any balance remaining thereafter shall be applied as follows:

(a) First, to reimburse Authority, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Authority, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(b) Second, to reimburse Authority, on its own behalf and on behalf of the City, for all payments made by Authority to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees.

(c) Third, to reimburse Authority, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Authority, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section.

(d) Fourth, any balance remaining thereafter shall be paid to Developer.

(8) **Right of Authority to Cure Mortgage, Deed of Trust or Other Security Interest Default**. In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by Authority of a Release of Construction Covenants for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, Authority may cure the default prior to completion of any foreclosure. In such event, Authority shall be entitled to reimbursement from Developer or other entity of all costs and expenses incurred by Authority in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement

shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

(a) Any mortgage for financing permitted by this Agreement; and

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon Authority any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

(9) **Right of Authority to Satisfy Other Liens on the Site After Conveyance of Title.** After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the Authority shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

M. (§513) Release of Construction Covenants.

Upon the completion of all construction required to be completed by Developer on the Site, Authority shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto upon written request therefor by Developer. The Release of Construction Covenants shall be executed and notarized so as to permit it to be recorded in the office of the Recorder of Los Angeles County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

After the issuance of a Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the Regulatory Agreement attached hereto. After issuance of a Release of Construction Covenants, the Authority shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or the Regulatory Agreement.

Authority shall not unreasonably withhold a Release of Construction Covenants. If Authority refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, Authority shall provide a written statement of the reasons Authority refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Authority's opinion of the action Developer must

take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Authority will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Authority.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from the City before the Release of Construction Covenants is issued.

N. (§513) Estoppels.

No later than thirty (30) days after the request of Developer or any holder of a mortgage or deed of trust, Authority shall, from time to time and upon the request of such holder, execute and deliver to Developer or such holder a written statement of Authority that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of the Authority, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to Authority.

6. (§600) USES AND MAINTENANCE OF THE SITE

A. (§601) Uses of the Site.

The Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof. Developer further covenants and agrees on behalf of itself and its successors and assigns to devote, use, operate and maintain the Site in accordance with this Agreement, the Authority Deed of Trust, the Notice of Affordability Restrictions, and the Authority Regulatory Agreement and the other documents recorded against the Site pursuant to the provisions of this Agreement.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining and operating a project meeting the requirements and

restrictions of this Agreement, including, without limitations, restriction of the rental and occupancy of the Residential Units only to Qualified Tenants for a rent not in excess of an Affordable Rent for the period specified herein.

(1) **Ceremonies**. To ensure proper protocol and recognition of the Authority Board members, Developer shall cooperate with Authority staff in the organization of any Project-related groundbreakings, grand openings or any such inaugural events or ceremonies sponsored by Developer to celebrate the development which is the subject of this Agreement. Additionally, Developer shall allow Authority to place appropriate signage reflecting Authority's participation in the Project on Site. Said signage shall be placed on the Site upon approval of this Agreement and shall remain onsite until the commencement of the operation of the Project

B. (§602) Affordable Housing.

(1) **Construction of Affordable Housing.** The Developer covenants and agrees to construct forty (40) Residential Units, in conformity with the Scope of Development. All of the Residential Units, shall be restricted to rental at an Affordable Rent as described herein. The location, size and specifications of the Residential Units shall be as set forth in the Scope of Development and as further designated by the Authority. All Residential Units, shall be subject to and shall be leased in compliance with the tenant selection criteria described in the Authority Regulatory Agreement.

(2) **Residential Unit Requirements.** All Residential Units constructed pursuant to this Agreement shall be occupied at all times only by the household of the Qualified Tenant who has rented that Residential Unit. Developer covenants to cooperate with Authority in taking all steps necessary to implement this requirement with respect to all Qualified Tenants. The restrictions upon rental and use of each Residential Unit shall continue for a period of fifty-five (55) years from Completion.

(3) **Leasing of Residences by Developer.**

(a) Marketing Program. Prior to the deadline specified in the Schedule of Performance, Developer shall prepare and obtain Authority's approval (which shall not be unreasonably withheld) of a marketing and leasing program ("Approved Marketing Program") for the selection of tenants for the Residential Units at the Project. The Residential Units shall thereafter be marketed in accordance with the Approved Marketing Program as the same may be amended by Developer from time to time with Authority's prior written approval, which shall not be unreasonably withheld. Quarterly during the initial lease-up period, and annually thereafter, Developer shall provide Authority with a report with respect to Residential Units under lease, leases in default, the status of implementation of the Approved Marketing Program, and such other information as Authority may reasonably request. Authority agrees to exercise reasonable efforts to assist Developer in connection with implementation of the Approved Marketing Program; provided, Authority shall not be under any obligation to incur any out-of-pocket expenses in connection therewith.

(b) Restricted Residences. As set forth above, each of the Residential Units shall be rented to a Qualified Tenant for a rental rate which does not exceed an Affordable Rent for the applicable Residential Unit.

(c) Annual Tenancy Report. Developer shall provide Authority annually, by January 31, with a report on Project occupancy for each Residential Unit, including information concerning the number of months during which each Residential Unit was occupied and the income category of each tenant household occupying a Residential Unit. The annual report and Developer's records related to each tenancy shall be subject to inspection and audit upon Authority's written request.

C. (§603) Nondiscrimination in Employment.

The Developer covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by Developer without regard to race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §200, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. §206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324b, et seq,. 42 U.S.C. §1981, the California Fair Employment and Housing Act, California Government Code §12900, et seq., the California Equal Pay Law, California Labor Code §1197.5, California Government Code §11135, the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

D. (§604) Nondiscrimination and Nonsegregation.

Developer covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that is shall abide by the following provisions:

(1) **Obligation to Refrain from Discrimination**. Developer shall refrain from restricting the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code §12900, et seq.) as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified. They shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

(2) **Nondiscrimination and Nonsegregation Clauses**. Any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof), shall be subject to, and shall expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

(a) In Deeds. "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U. S. C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code §12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In Leases. "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

(c) In Contracts. "There shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument or any person claiming under

or through it, violated the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, et seq.) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it."

E. (§605) Maintenance of Improvements.

Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after Authority's issuance of its Release of Construction Covenants the Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in reasonable condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. The Developer shall also maintain all landscaping required pursuant to Developer's approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Authority Regulatory Agreement. Developer's further obligations to maintain the Site, and Authority's remedies in the event of Developer's default in performing such obligations, are set forth in the Authority Regulatory Agreement. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in said Authority Regulatory Agreements. Upon the sale of any portion of the Site, Developer (but not Developer's successor) shall be released from the requirements imposed by this Section, and the financial liability therefor, as to the portion of the Site conveyed.

F. (§606) Notice of Affordability Restrictions.

Prior to, and as a condition of, Closing of Escrow upon the Site, the Developer shall submit for recordation upon the Site a "Notice of Affordability Restrictions" drafted to provide notice to prospective occupants or owners of the Site that this Agreement and the Related Agreements affect title to the Property such that the Site is restricted to Qualified Tenants of Low, Lower, Very Low or Extremely Low Income who are Senior Citizens. Reference should be made to the Regulatory Agreement for a more detailed description of all matters described in the Notice. The Notice of Affordability Restrictions shall be in a form approved by the Authority Attorney, which approval shall not be unreasonably withheld, delayed or conditioned.

G. (§607) Effect of Covenants.

Authority is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, whether appearing in the Authority Deed of Trust, the Guaranty, the Notice of Affordability Restrictions or the Authority Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community

in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Authority shall run without regard to whether Authority has been, remains or is an owner of any land or interest therein in the Site, and shall be effective as both covenants and equitable servitudes against the Site. Authority shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City and the Successor Agency, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Deed and the Regulatory Agreement.

H. (§608) Prohibition Against Change in Management and Control of Developer.

(1) Until Completion, the qualifications and identity of Developer are of particular concern to the Authority. It is because of those qualifications and that identity that the Authority has entered into this Agreement with Developer. Accordingly, until Completion, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(2) Except where authorized by this Agreement, prior to Completion, Developer shall not assign all or any part of this Agreement without the prior written approval of the Authority, nor shall there be any material change in the management or control of Developer without the prior written approval of the Authority. Nothing in this Agreement shall prohibit Developer from admitting an investor limited partner into Developer, nor prohibit the investor limited partner from exercising any rights or remedies it may have in the partnership agreement of Developer, as it may be amended, and the Authority hereby consents to such actions.

(3) If, in violation of this Section, there is an assignment of this Agreement, or a material change in the management or control of Developer of which the Authority does not approve, the Authority may take such reasonable action as Authority may deem appropriate to ensure that the purposes of this Agreement will be carried out, including, without limiting the generality of the foregoing, terminating this Agreement and exercising any rights set forth in this Agreement.

I. (§609) Regulatory Agreements and Declaration of Restrictive Covenants.

The Regulatory Agreement shall be recorded against the Site prior to any occupancy by a Qualified Tenant. The Regulatory Agreement shall run with title to the Site, shall be binding upon the Developer, its successors and its assigns, and shall be in a form substantially similar in all material respects to the form of the Regulatory Agreement set forth in Attachement ?????

7. (§700) SPECIAL PROVISIONS

A. (§701) Compliance with LIHTC Requirements.

If reasonable changes to this Agreement are required by the entities providing LIHTC pursuant to Section 401, the parties agree to effectuate such changes in order to be in compliance with the requirements. The Executive Director is authorized, without further approval of the Authority, to make changes to this Agreement and the Related Agreement as required to satisfy the requirements described herein.

8. (§800) DEFAULTS, REMEDIES AND TERMINATION

A. (§801) Defaults, Right to Cure and Waivers.

Failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, unless the default cannot be reasonably cured within such thirty days in which case the defaulting party shall have a reasonable time to effect such cure so long as the defaulting party is diligently acting to do so in as timely a fashion as is reasonable. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Developer's limited partner shall have the right but not the obligation to cure any default of Developer under this Agreement and Authority agrees to accept any cure tendered by Developer's limited partner on behalf of Developer within the cure periods stated in this section.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§802) No Waiver.

Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or

more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

C. (§803) **Legal Actions.**

(1) **Institution of Legal Actions.** In addition to any other rights or remedies, and subject to the requirements of Section 801, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(2) **Applicable Law and Forum.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

(3) **Acceptance of Service of Process.** In the event that any legal action is commenced by Developer against Authority, service of process on Authority shall be made by personal service upon the Executive Director or Secretary of Authority or in such other manner as may be provided by law.

In the event that any legal action is commenced by Authority against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or outside of the State of California.

D. (§804) **Rights and Remedies are Cumulative.**

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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.

E. (§805) **Specific Performance.**

In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Developer specifically acknowledges that Authority is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Developer to speculate with land.

F. (§806) **Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between the Developer and Authority only, 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 from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law, pursuant to the definition Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' 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.

G. (§807) **Termination After Closing.**

(1) **Termination By Authority**. The Authority may terminate this Agreement upon the occurrence of any of the following events:

(a) Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Site in violation of this Agreement;

(b) Developer (or any successor in interest) becoming insolvent or Developer (or any successor in interest) voluntarily or involuntarily making an assignment or transfer for the benefit of creditors other than the Authority, and/or the voluntary or involuntary appointment of a receiver, custodian, liquidator or trustee of Developer's property and/or the Site;

(c) Developer is in Default of this Agreement or any of the agreements relating to the tax credits or any other financing for the Project and fails to cure such Default within the time set forth in Section 801; or

(d)

(e) Developer is unable to obtain Construction Financing or secure Tax Credits after making four (4) consecutive applications.

If, after the occurrence of any of the above-entitled events, the Authority elects, in its sole discretion, to terminate this Agreement, then all rights of Developer and any person or entity claiming by or through Developer arising under this Agreement or with regard to the Site as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of the Developer to indemnify or reimburse the Authority shall continue in full force and effect and the Authority shall have all of the remedies to enforce a breach or a Default of this Agreement as may be provided hereunder and under the law.

(2) **Termination by Developer**. In the event that the Developer is not in Default under this Agreement, Developer may terminate this Agreement upon the occurrence of any of the following:

(a) Authority is in Default of any material provision of this Agreement and fails to cure such Default within the time set forth in Section 801; or

(b) Authority fails to fund the Authority Loan at the time and in the amounts required by this Agreement.

(3) **Limitations Imposed by Senior Financing**. Notwithstanding anything to the contrary contained in this Agreement or in the Related Agreements, the rights of the parties to declare defaults hereunder and exercise their respective rights and remedies described herein or in the Related Agreements shall be subject in all cases to the conditions and limitations imposed thereon by the Senior Financing. In the event of any conflict between the rights and remedies of the parties provided under this Agreement or the Related Agreements and the limitations on such rights and remedies under any subordination or intercreditor agreement entered into in connection with the Senior Financing documents, such limitations shall be deemed controlling provided they are consistent with the standard requirements imposed by Fannie Mae or Freddie Mac, as applicable, on subordinate cash flow obligations.

9. (§900) GENERAL PROVISIONS

A. (§901) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by facsimile, if such facsimile is followed by a notice sent out the same day by mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

Authority:	Carson Housing Authority 701 East Carson Street Carson, CA 90745 Attn: Executive Director
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Avenue, Suite 1700 Irvine, CA 92612 Attn: _____
Developer:	East Carson II Housing Partners, L.P. 18201 Von Karman Avenue, Suite 900 Irvine, CA 92612 Attn: William A. Witte Phone: Fax:
Copy to:	Cox Castle Nicholson LLP 555 California Street, 10th Floor

San Francisco, CA 94104
Attention: OferElitzur

B. (§902) **Nonliability of City and Authority Officials and Employees; Conflicts of Interest; Commissions.**

(1) **Personal Liability.** No member, official, employee, agent or contractor of City or Authority shall be personally liable to Developer in the event of any default or breach by Authority or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 902 is intended to limit Authority's liability.

(2) **Financial Interest.** No member, official, employee or agent of City or Authority shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

(3) **Commissions.** Neither the Authority nor the Developer has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. No party shall be liable for any real estate commissions, brokerage fees or finder'sfees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

(4) **Nonliability of Partners of Developer**. Other than as required by the Guaranty, no partner of Developer, or member, shareholder, partner, officer, director, employee, agent, or attorney of any partner of Developer shall be personally liable to Authority in the event of any default or breach by Authority or for any amount which may become due to Authority or on any obligations under the terms of the Agreement.

C. (§903) **Enforced Delay; Extension of Times of Performance.**

Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots, systemic failure of the financial markets, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Authority or City shall not excuse performance by Authority unless the act or failure is caused by the acts or omissions of Developer); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause,

provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

The following shall not be considered as events or causes beyond the control of Developer, and shall not entitle Developer to an extension of time to perform: (i) Developer's failure to obtain financing for the Project (except as provided in Section 401), (ii) Developer's failure to negotiate agreements with prospective users for the Project, or (iii) changes in economic conditions.

Times of performance under this Agreement may also be extended by mutual written agreement by Authority and Developer. The Executive Director of Authority shall have the authority on behalf of Authority to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

D. (§904) Books and Records.

(1) Developer to Keep Records. Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by the Authority.

(2) Right to Inspect. Either party shall have the right, upon not less than seventy-two (72) hour notice, at all reasonable times, to inspect the books and records of the other party pertaining to the Site as pertinent to the purposes of this Agreement.

(3) Ownership of Documents. Copies of all drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not confidential shall be delivered to Authority upon request in the event of a termination of this Agreement, however, Developer shall be entitled to reimbursement from Authority for the cost to prepare any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors as a result of the exercise by Authority of its rights hereunder. Any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors shall be delivered without representation or warranty by Developer. The Authority shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same. Developer makes no warranty or representation regarding the accuracy or sufficiency of such documents for any future use by Authority, and Developer shall have no liability therefor.

E. (§905) Assurances to Act in Good Faith.

Authority and Developer agree to execute all documents and instruments and to take all action, including making a deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. Authority and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

F. (§906) **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. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety. This Agreement also includes all documents incorporated herein by reference, as though fully set forth herein.

G. (§907) **Entire Agreement, Waivers and Amendments.**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Authority or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Authority and Developer.

H. (§908) **Severability.**

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

I. (§909) **Time for Acceptance of Agreement by Authority.**

This Agreement, when executed by Developer and delivered to Authority, must be authorized, executed and delivered by Authority, after consideration at a public hearing. After execution by Developer, this Agreement shall be considered an irrevocable offer until such time as Authority is authorized to execute and deliver the Agreement.

J. (§910) **Execution.**

(1) 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.

(2) Authority represents and warrants that: (i) it is a Housing Authority duly organized and existing under the laws of the State of California; (ii) by proper action of Authority, Authority has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Authority does not violate any provision of any other agreement to which Authority is a party.

(3) Developer represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly

authorized officers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Authority.

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

Date 03/05/13

Chairman Jim Dear

ATTEST:

Authority Secretary Donesia L. Gause, CMC

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Authority Counsel

"DEVELOPER"

East Carson II Housing Partners, L.P.,
a California limited partnership

By: Related/East Carson II Development Co., LLC, a California limited liability company, its Administrative General Partner

By:

William A. Witte, President

[End of Signatures]

ATTACHMENT NO. 1

SITE MAP

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

Item To Be Performed	Time for Performance
Developer shall apply for Tax Credit financing.	
Open Escrow for Authority Financing and Regulatory Recordings.	Within 10 days of Effective Date
Developer approves or disapproves of the condition of the Site.	Within 90 days of the Effective Date
Developer provides Authority with evidence of financial capability, commitment and lender.	Within 90 days after award of Tax Credit allocations, but prior to issuance of building permits
Authority approves evidence of Financial Capability and lender.	Within 30 days after receipt by Authority
Developer obtains an allocation of 9% low income housing tax credits.	No later than the date upon which TCAC announces the award winners for the Developer's consecutive TCAC application.
Developer obtains all necessary Permits and approvals, submits certificates of insurance.	Within 180 days of an allocation of 9% low income housing tax credits
Deposits into Escrow by Authority:	
Payment for Authority's share of Escrow Costs and Funds for the Closing Draw.	On or before 1:00 p.m. on the last business day preceding the Closing Date
Deposits into Escrow by Developer:	
The Executed Regulatory Agreement, Deed of Trust, Notice of Affordability Restrictions, Authority Note and Guaranty.	On or before 1:00 p.m. on the last business date preceding the Closing Date
Payment for Developer's Share of Escrow Costs.	On or before 1:00 p.m. on the last business date preceding the Closing Date

Item To Be Performed	Time for Performance
Certificates evidencing insurance.	Prior to closing, site preparation or construction
Authority or Developer, as case may be, may cure any condition to closing disapproved or waived; or may cure any default.	Within 30 days after date established therefore, or date of breach, as the case may be
Close of Escrow.	Within 180 days of an allocation of 9% low income housing tax credits
Authority disburses Authority Financial Assistance to Developer pursuant to submittal and reimbursement requirements in Section 404.	After verification that work is completed and within the amounts allocated for each phase
Developer completes construction of improvements on the Site.	Within eighteen (18) months after issuance of the building permit.
Developer submits its marketing and leasing program to the Agency.	
Authority issues Certificate of Completion for the Site.	Within 30 days of written request by Developer and Developer's satisfactory completion of all improvements on the Site.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and Authority. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Authority shall have the authority to approve extensions of time not to exceed a cumulative total of twelve (12) months.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

The Developer will build a 40-unit, affordable housing community on a 1.07-acre site located at **401-409 E. Carson Street.** The proposed project is for Phase 2 of the Via 425 Apartments. The existing driveway for Phase 1 will be shared with the proposed project. The proposed project will resemble Phase 1 in architecture and design and includes a podium-level courtyard and 86 parking spaces including 71 spaces within an interior parking garage.

ATTACHMENT NO. 6

RELEASE OF CONSTRUCTION COVENANTS

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention:

(Space Above This Line for Recorder's Office Use Only)

RELEASE OF CONSTRUCTION COVENANTS

WHEREAS, by an Affordable Housing, Financing & Disposition and Development Agreement ("Agreement") dated _____, 2012 between and among the CARSON HOUSING AUTHORITY ("Authority") and _____-., a California _____ ("Developer"), Developer has agreed to develop a residential apartment complex ("Project") on the Site (as such term is defined in the Agreement);

WHEREAS, as referenced in the Agreement, Authority shall furnish Developer with a Release of Construction Covenants upon completion of construction and development, which release shall be in such form as to permit it to be recorded in the Los Angeles Official Records of the County Clerk of the County of Los Angeles, California; and

WHEREAS, Developer has requested that Authority furnish Developer with the Release of Construction Covenants for the Site more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Site"); and

WHEREAS, the Agreement provided for certain covenants to run with the land, which covenants were incorporated in the Authority Regulatory Agreement, as those terms are defined in the Agreement; and

WHEREAS, such Release of Construction Covenants shall constitute a conclusive determination by Authority of the satisfactory completion by Developer of the construction and development required by the Agreement and of Developer's full compliance with the terms of the Agreement with respect to such construction and development, but not of the Authority Regulatory Agreement, the provisions of which shall continue to run with the land pursuant to their terms; and

WHEREAS, Authority has conclusively determined that the construction and development on the Site required by the Agreement has been satisfactorily completed by Developer in full compliance with the terms of the Agreement.

NOW, THEREFORE,

1. The improvements required to be constructed have been satisfactorily completed in accordance with the provisions of said Agreement.

2. This Release shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

3. This Release shall not constitute evidence of Developer's compliance with the Authority Regulatory Agreement, the Guaranty or the Authority Deed of Trust, the provisions of which shall continue to run with the land.

4. This Release shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

5. This Release is not a Notice of Completion as referred to in California Civil Code Section 3093.

6. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, the Authority has executed this Release of Construction Covenants this _____ day of _____, _____.

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

By: _____
Executive Director

ATTEST:

By: _____
Authority Secretary Donesia L. Gause, CMC

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20___, 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.

Signature _____
(Seal)

EXHIBIT "A"

DESCRIPTION OF SITE

That certain real property located in the City of Carson, County of Los Angeles, State of California, more particularly described as:

[To Be Inserted]

ATTACHMENT NO. 7

GRANT DEED

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

XXX
XXX
XXX
Attn: XXX

(Space Above This Line For Recorder's Office Use Only)

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, THE CARSON HOUSING AUTHORITY, a municipal corporation, of the State of California ("Grantor"), acting to carry out its functions under the housing law of the State of California, hereby grants to _____, a California _____ ("Grantee"), the real property ("Site") legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors in interest for the benefit of the Grantee and the City of Carson ("City"), as follows:

1. **Governing Documents.** The Site is conveyed pursuant to anAffordable Housing, Financing & Disposition and Development Agreement ("Housing Agreement") entered into between and among Grantor and Grantee dated _____, 2012.

2. **Counterparts.** This Grant Deed may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

3. **Non-Discrimination.** The Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with disabilities Act (42 U.S.C.§ 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et. seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the

grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

4. Form of Nondiscrimination Clauses in Agreements. Subject to the tenancy/occupancy restrictions not prohibited by federal law, the following shall apply: Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and 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, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c. Contracts: In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of per-sons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to

the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this _____day of _____, 20__.

"GRANTOR"

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

By: _____
Chairman James L. Dear

Date _____

ATTEST:

By: _____
Authority Secretary Donesia L. Gause, CMC

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Authority Counsel

By its acceptance of this Grant Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of the Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and accepted.

"GRANTEE"
XXX.,
a California _____

By: _____
XXX

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

[To Be Inserted]

ATTACHMENT NO. 8

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON HOUSING AUTHORITY
701 E. Carson Street
Carson, CA 907452
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is made and entered into this ___ day of _____ 20__, by and between the CARSON HOUSING AUTHORITY, a municipal corporation ("Authority"), the CITY OF CARSON, a municipal corporation ("City"), and _____ a California _____ ("Owner").

RECITALS:

A. Pursuant to an Affordable Housing, Financing & Disposition and Development Agreement between and among Authority and Owner dated _____, 201__ ("Housing Agreement"), Authority has provided to Owner real property and financial assistance in the amount of **Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446)** (collectively the "Authority Assistance"), all for the purpose of assisting Owner in the development of an affordable housing complex as further described herein on that certain real property located at 409 E. Carson Street in the City of Carson, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Site").

B. Pursuant to the Housing Agreement, Owner has agreed to develop, construct, and maintain an affordable apartment complex with Forty (40) residential units ("Residential Units"),as well as laundry room, tot lot and barbeque area and parking areas (collectively, the "Project") on the Site.

C. The Authority and the City have fee or easement interests in various streets, sidewalks and other property within the City and are responsible for the planning and development of land within the City in such a manner so as to provide for the health, safety and welfare of the residents of the City.

D. Authority, City and Owner now desire to place restrictions upon the use and operation of the Project to ensure that the Residential Units within the Project are leased continuously to Eligible Tenants during the term of this Agreement.

E. It is the intent of the parties that the title vested in Owner by the Grant Deed for the Site dated _____, 20__ ("Grant Deed"), recorded concurrently herewith in Office of the County Recorder for the County of Los Angeles be subject to this Regulatory Agreement, and that the terms hereof shall be binding on the Owner and its successors in interest in the Site for so long as this Regulatory Agreement shall remain in effect.

AGREEMENT:

NOW, THEREFORE, the Owner, City and Authority declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of the Authority, the residents of the City, and every person renting a Residential Unit on the Site.

A. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1. **Affordable Low Income Rent.** The term "Affordable Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently described in Health & Safety Code Section 50079.5.

2. **Affordable Moderate Income Rent.** The term "Affordable Moderate Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053 and 50093.

3. **Affordable Rent.** The term "Affordable Rent" shall mean the monthly payments charged to and paid by tenants for the use and occupancy of a Residential Unit and facilities associated therewith, including a reasonable allowance for utilities, but shall not include any optional services provided by Owner to residents. Affordable Rent shall have the meaning prescribed for that term in Health and Safety Code § 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code § 50093.

4. **Affordable Very Low Income Rent.** The term "Affordable Very Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053 and 50105.

5. **Eligible Tenant.** The term "Eligible Tenant" shall refer to a tenant who is a member of a not to exceed Moderate Income, Very Low Income, or a Low Income Household, as applicable to the Restricted Unit.

6. **Los Angeles County Median Income.** The term "Los Angeles County Median Income" shall be determined by reference to the regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, or its successor.

7. **Low Income Tenant.** The term "Low Income Tenant" shall mean those tenants whose household income does not exceed eighty percent (80%) of the Los Angeles County Median Income.

8. **Moderate Income Tenant.** The term "Moderate Income Tenant" shall mean those tenants whose income does not exceed one hundred ten percent (110%) of the area median income for Los Angeles County, adjusted for applicable household size.

9. **Property Manager.** As used in this Agreement, the term "Property Manager" shall refer to that entity, to be designated by Owner and approved by Authority, who shall be responsible for operating and maintaining the Project in accordance with the terms of this Agreement. Prior to Authority's approval, Owner shall act as Property Manager.

10. **Resident Manager.** The term "Resident Manager" shall refer to that individual (or those individuals) who may reside in the Project and who are responsible for day-to-day management of the Project.

11. **Residential Unit.** The term "Residential Unit" shall refer to any of the forty (40) residential units in the Project.

12. **Restricted Unit.** The term "Restricted Unit" shall refer to each of the thirty-nine (39) Residential Units which shall be reserved for Eligible Tenants.

13. **Very Low Income Tenant.** The term "Very Low Income Tenant" shall mean those tenants whose income does not exceed fifty percent (50%) of the Los Angeles County Median Income.

B. **RESIDENTIAL RENTAL PROPERTY.** The Owner hereby agrees that the Project is to be owned, managed, and operated as a project for very low, low and not to exceed moderate income residential rental purposes for a term equal to fifty-five (55) years, commencing upon the date of the recordation of the Release of Construction Covenants for the Site in accordance with the Housing Agreement ("Term"). To that end, and for the term of this Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

1. **Purpose.** The Site is being acquired and the Project constructed for the purpose of providing very low, low and not to exceed moderate income rental housing and the Owner shall own, manage, and operate the Project as a project to provide very low, low and not

to exceed moderate income rental housing, together with any functionally related and subordinate facilities.

2. **Residential Use.** None of the Residential Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without the Authority's prior consent which consent may be given or withheld in its sole and absolute discretion.

3. **Conversion of Project.** No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Authority which approval may be given or withheld in its sole and absolute discretion.

4. **Preference to Eligible Tenants.** All of the Residential Units will be available for rental in accordance with the terms of this Agreement, and the Owner shall not give preference to any particular class or group in renting the Residential Units in the Project, except to the extent that the Restricted Units are required to be leased or rented to Eligible Tenants and except as provided in Section C.6 below.

5. **Resident Manager.** One Residential Unit in the Project may be occupied by a Resident Manager.

6. **Liability of Owner.** Owner and Resident Manager shall not incur any liability under this Agreement as a result of fraud or intentional misrepresentation by a tenant.

C. **OCCUPANCY OF PROJECT BY ELIGIBLE TENANTS.** Owner hereby represents, warrants, and covenants as follows:

1. **Occupancy.** Except as expressly provided herein, throughout the term of this Agreement the occupancy of all of the Restricted Units in the Project shall be restricted to Eligible Tenants and qualified members of the Eligible Tenant's household.

2. **Expiration of Occupancy and Rent Restrictions.** The Restricted Units shall be subject to the restrictions contained in this Section C for the Term of this Agreement. All tenants residing in the Restricted Units during the final two (2) years of the Term shall be given notice of the expiration of the Term at least once every six (6) months during the final two years. After the expiration of the Term, the rents payable on the Restricted Units may be raised to market rates.

3. **Rental Rates.**Owner hereby agrees to rent the units at the Project as follows:

	1-Bdrm	2-Bdrm	3-Bdrm	Totals
Very-Low Income	0	2	2	4

CRL / 30% TCAC				
Low Income CRL / 40% TCAC	2	4	2	8
Low Income CRL / 50% TCAC	2	3	2	7
Moderate Income CRL / 50% TCAC	1	5	3	9
Moderate Income CRL / 60% TCAC	3	6	3	12
Unrestricted (Manager's Unit)	0	0	0	0
Totals	8	20	12	40

4. Occupancy By Eligible Tenant. A Restricted Unit occupied by an Eligible Tenant shall be treated as occupied by an Eligible Tenant until such Restricted Unit is vacated by such tenant.

5. Income Computation Certificate. Prior to an Eligible Tenant's occupancy of a Restricted Unit, Owner shall obtain and maintain on file an Income Computation and Certification form (which form shall be approved in advance by the Authority) from each such Eligible Tenant dated prior to the date of initial occupancy in the Project by such Eligible Tenant. In addition, the Owner will provide such further information as may be reasonably required in the future by the Authority. Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) obtain an income verification form from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either Authority; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income; or (v) such other information as may be reasonably requested. A copy of each such Income Computation and Certification shall be provided to the Authority.

6. Rental Priority. During the term of this Agreement, and to the extent allowed under applicable law and LIHTC restrictions, Owner shall use its best efforts to lease vacant Restricted Units reserved for Eligible Tenants in the following order of priority: (i) persons displaced by the Authority and entitled to a preference pursuant to California Health and Safety Code Section 33411.3 or successor statute, with highest priority in this category to residents of Carson; (ii) residents of the City of Carson; and (iii) other persons meeting the eligibility requirements of this Agreement. Owner shall and Authority may maintain a list (the "Housing List") of persons who have filed a complete application with Owner to rent a Restricted Unit in the Project and who have incomes which would qualify them as an Eligible Tenant, and Owner shall offer to rent appropriately-sized Restricted Units on the above-referenced priority basis. Should multiple tenants be equally eligible and qualified to rent a Restricted Unit, Owner shall rent available Restricted Units to Eligible Tenants on a first-come, first-served basis.

7. **Renting Vacant Units.** When a Residential Unit becomes available as a result of a tenant vacation, Owner shall rent the Residential Unit to an Eligible Tenant in accordance with Section C.6.

8. **Income Recertification.** Prior to the first anniversary date of the occupancy of a Restricted Unit by an Eligible Tenant and on each anniversary date thereafter, Owner shall recertify the income of such Eligible Tenant by obtaining a completed Income Computation Certificate based upon the current income of each occupant of the Restricted Unit. Owner shall provide the Authority with a copy of each such recertification with the next submission of Certificate of Continuing Program Compliance pursuant to Section C.9.

9. **Certificate of Continuing Program Compliance.** Upon the issuance of the Release of Construction Covenants and annually by January 31 of each year, or at any time upon the written request of Authority, Owner shall advise the Authority of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit "B," certifying: (i) the number of Residential Units of the Project which were occupied or deemed occupied pursuant to Section C.1 by an Eligible Tenant during the applicable time period, and (ii) to the knowledge of Owner either (a) no unremedied default has occurred under this Agreement, or (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default.

10. **Maintenance of Records.** Owner shall maintain materially complete and accurate records pertaining to the occupancy of the Residential Units, and shall permit any duly authorized representative of the Authority to inspect the books and records pertaining to the occupancy of the Residential Units upon reasonable request.

11. **Reliance on Tenant Representations.** Each lease shall contain a provision to the effect that Owner has relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the Residential Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease.

12. **Conflicts.** The leasing priority provisions set forth in Section C.6 shall apply only in the event, and to the extent, such provisions are not in conflict with Internal Revenue Code provisions or IRS regulations, Fair Housing Laws, or other applicable law.

13. **Authority Remedy For Excessive Rent Charge.**

a. It shall constitute a default for Owner to charge or accept for a Residential Unit rent amounts in excess of the amount provided for in Section C.3 of this Agreement. In the event that Owner charges or receives such higher rental amounts, in addition to any other remedy Authority shall have for such default, Owner shall be required to pay to Authority the entire amount of rent received in excess of the amount permitted pursuant to this Agreement.

b. It shall constitute a default for Owner to rent any Restricted Unit to a tenant who is not an Eligible Tenant for the particular Restricted Unit pursuant to the rental rate requirements set forth in Section C.3 of this Agreement, except as otherwise permitted under Section C.4 of this Agreement. In the event Owner rents a Restricted Unit to an ineligible tenant, in addition to any other equitable remedy Authority shall have for such default, Owner, for each separate violation shall be required to pay to Authority an amount equal to (i) two times the greater of (A) the total rent Owner received from such ineligible tenant or (B) the total rent Owner was entitled to receive for renting that Restricted Unit, plus (ii) any relocation expenses incurred by Authority or City as a result of Owner having rented to such ineligible person.

c. It shall constitute a default for Owner to rent any of the Restricted Units in violation of the leasing priority requirements of Sections C.6 of this Agreement. In the event Owner rents a Restricted Unit in violation of the leasing priority requirements, in addition to any other equitable remedy Authority shall have for such default, Owner, for each separate violation shall be required to pay Authority an amount equal to two (2) months of rental charges for the Restricted Unit with the highest rent. The terms of this Section C.13 shall not apply if Owner rents to an ineligible person as a result of such person's fraud or misrepresentation.

THE PARTIES HERETO AGREE THAT THE AMOUNTS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c) OF THIS SECTION C.13 (THE "DAMAGE AMOUNTS") CONSTITUTE A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT AUTHORITY WOULD SUFFER DUE TO THE DEFAULTS BY OWNER SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c), CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO AUTHORITY AND ACCOMPLISHMENT OF AUTHORITY'S PURPOSE OF ASSISTING IN THE PROVISION OF AFFORDABLE HOUSING TO ELIGIBLE TENANTS THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE AMOUNTS SET FORTH IN THIS SECTION C.13 SHALL BE THE SOLE MONETARY DAMAGES REMEDY FOR THE DEFAULTS SET FORTH IN THIS SECTION C.14, BUT NOTHING IN THIS SECTION C.13 SHALL BE INTERPRETED TO LIMIT AUTHORITY'S REMEDY FOR SUCH DEFAULT TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIAL AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO HAS EXPLAINED

THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

OWNER'S INITIALS: _____ AUTHORITY'S INITIALS: _____

D. MAINTENANCE.

1. **Maintenance Obligation.** Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in reasonable condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2. **Parking and Driveways.** The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.

3. **Tenant Compliance.** Upon request, Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement. All lease agreements shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.

4. **Right of Entry.** In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Authority, or if Owner and Authority agree such condition cannot reasonably be cured within such 30-day period, Owner shall have such time as Owner and Authority mutually agree may be reasonably necessary to correct the condition provided that Owner is diligent in pursuit of the cure, City or Authority may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Authority or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. The Authority or City shall give Owner, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Agreement. Owner shall pay such costs as are reasonably incurred by Authority or City for such maintenance, including attorneys' fees and costs. Authority shall conduct itself on the Site in such a manner so as not to interfere with, delay, or impede the operation of the Project and Authority shall indemnify and hold Owner free and harmless from any and all damages it sustains during its presence at the Site except if such damages are caused by the Owner's negligence or willful misconduct.

5. Lien. If such costs are not reimbursed within thirty (30) days after Owners' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorneys' fees, shall be a personal obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Authority may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the City or Authority following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, *et seq.*, of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Authority pursuant to the Housing Agreement, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

E. MANAGEMENT.

1. Approval of Property Manager; Designation of Resident Manager. Subject to the terms and conditions contained herein below, Owner shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Property Manager") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Owner shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Authority's written approval, which shall not be unreasonably withheld, conditioned or delayed, of a management contract ("Management Contract") entered into between Owner and a Property Manager reasonably acceptable to Authority. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Authority. The Management Contract shall also provide that the Property Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between Owner and Authority. Owner shall promptly terminate any Property Manager which commits or allows such failure, unless the failure is cured within a reasonable period, in no event exceeding 60 days, from Property Manager's receipt of notice of the failure from Owner or Authority. Owner's obligation to retain a Property Manager shall remain in force and effect for

the same duration as the use covenants set forth in Section B of this Agreement. Notwithstanding anything to the contrary in this Section, the Project may be self-managed by Owner.

In addition to the Property Manager, one Resident Manager shall be designated as necessary by Owner or Property Manager, with written notice to Authority of the Resident Manager's name, address and telephone number.

2. **Serious Mismanagement.** In the event of "Serious Mismanagement" (as that term is defined below) of the Project, Authority shall have the authority to require that such Serious Mismanagement cease immediately and, further, to require the immediate replacement of the Property Manager or Resident Managers. For purposes of this Agreement the term "Serious Mismanagement" shall mean management of the Project in a manner which violates the terms and/or intent of this Agreement and/or the Management Contract to operate an affordable housing project of high standards appropriate to the community, and shall include, but is not limited to, the following:

a. Knowingly leasing a Restricted Unit to ineligible tenants or tenants whose income exceeds the prescribed levels;

b. Knowingly allowing the tenants of a Restricted Unit to exceed the prescribed occupancy levels without taking immediate steps to stop such overcrowding;

c. Failing to timely maintain the Project and the Site in the manner required by this Agreement (including applicable cure periods);

d. Failing to timely submit the reports required by this Agreement or failing to submit materially complete reports (including applicable cure periods);

e. Fraud in connection with any document or representation relating to this Agreement or embezzlement of Project monies; and

f. Failing to fully cooperate with the City's Sheriff's Department in maintaining a crime-free environment on the Site.

3. **Management Fees.** Fees payable to Owner shall be limited as follows:

a. During the 15 year California Tax Credit Allocation Committee compliance period for the Project, the asset management fee shall be limited to Five Thousand Dollars ($5,000) per year with a CPI escalation up to three percent (3%) per year.

b. During the 55 year affordability period for the Project, the general partnership fee shall be limited to Ten Thousand Dollars ($10,000) per year with a CPI escalation up to three percent (3%) per year.

F. COMPLIANCE WITH LAWS.

1. State and Local Laws. Owner shall .comply with all ordinances, regulations and standards of the City and Authority applicable to the Site. Owner shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

2. Lease Approval. Authority shall have the right, but is not required to, approve any lease forms, revisions, amendments or modification made to same, used by the Property Manager or Resident Managers for leasing Restricted Units within the Site.

G. INSURANCE.

1. Duty to Procure Insurance. Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a certificate of occupancy, and continuing thereafter until the expiration of the Term of this Agreement, Owner or such successors and assigns shall procure and keep in full force and effect, or cause to be procured and kept in full force and effect for the mutual benefit of Owner and Authority, and shall provide Authority with evidence reasonably accepted to Executive Director, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Site and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars ($2,000,000) per occurrence combined single limit including products, completed operations, incidental, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Authority may reasonably require from time to time. The insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars ($25,000), unless approved in writing by the City, with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake from and after completion of construction, to the extent generally and commercially available at commercially reasonable rates. Authority shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

c. All policies of insurance required to be carried by Owner shall be written by responsible and solvent insurance companies licensed or authorized to do business in the State of California and having a policy-holder's rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of

each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Authority prior to its issuance of the Release of Construction Covenants for the Project and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Authority may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder.

d. Each insurance policy required to be carried by Owner pursuant to this Agreement shall contain the following endorsements, provisions or clauses:

(1). The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Authority a minimum of ten (10) days prior written notice.

(2). A waiver by the insurer of any right to subrogation against Authority, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Authority, its agents, officers, members, officials, employees, or representatives.

(3). The City, Authority, their respective agents, officers, members, officials, employees, volunteers, and representatives shall be named insureds on the Commercial General Liability policies.

(4). The City and Authority shall be loss payees on the All Risk Property insurance policies.

(5). Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Authority, their officers, officials, employees, volunteers, agents, or representatives.

(6). Failure to comply with reporting provisions shall not affect coverage provided to City, Authority, their officers, employees, volunteers, agents, or representatives.

e. Authority's Executive Director may require an increase in the minimum limits of the insurance policies required by this Section as such increases are reasonably determined necessary to provide for changes in cost of living, liability exposure, the market for insurance, or the use of the Site. Such increases in insurance coverage shall be effective upon receipt of written notice from the Executive Director, provided that Owner shall have the right to appeal a determination of increased coverage by the Executive Director to the Authority Board of Directors within 30 days of receipt of notice from the Executive Director.

f. Authority's Executive Director may waive or modify the insurance requirements set forth herein if such insurance is determined by the Executive Director not to be commercially available. Owner shall submit such evidence of commercial availability as is reasonably required by the Executive Director. At least annually, Owner shall review the availability of any insurance requirement waived or modified pursuant to this section, and shall meet any such insurance requirement as such insurance becomes commercially available.

2. Failure to Procure Insurance. If Owner fails to procure and maintain the above-required insurance despite its commercial availability, then Authority, in addition to any other remedy which Authority may have hereunder for Owner's failure to procure, maintain, and/or pay for the insurance required herein, may (but without any obligation to do so) at any time or from time to time, after thirty (30) days written notice to Owner, procure such insurance and pay the premiums therefor, in which event Owner shall immediately repay Authority all sums so paid by Authority together with interest thereon at the maximum legal rate.

H. OBLIGATION TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section H.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as an affordable housing project in accordance with this Agreement. Subject to extensions of time for "force majeure" events described in the Housing Agreement, in no event shall the repair, replacement, or restoration period exceed sixteen (16) months from the date Owner obtains insurance proceeds unless Authority's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Authority shall cooperate with Owner, at no expense to Authority, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Project by giving notice to Authority (in which event Owner shall be entitled to all insurance proceeds but Owner shall be required to remove all debris from the Site) or Owner may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Authority, and the other governmental agency or agencies with jurisdiction.

If Owner fails to obtain insurance as required by the Housing Agreement or this Agreement (and Authority has not procured such insurance and charged Owner for the cost), Owner shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the site in accordance with this Section H.1.

2. **Continued Operations.** During any period of repair, Owner shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. **Damage or Destruction Due to Cause Not Required to be Covered by Insurance.** If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Owner is not required to (and has not) insured against, Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Authority with written notice of election not to repair, replace, or restore within one hundred eighty (180) days after such substantial damage or destruction. In such event, Owner shall remove all debris from the Property. As used in this Section H.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifty percent (50%) or more of the replacement cost of the improvements comprising the Project. In the event Owner does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this Section H.3, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section H.1 above and continue operation of the apartment complex during the period of repair (if practicable) in accordance with Section H.2 above.

I. LIMITATION ON TRANSFERS.

The Owner covenants that Owner shall not transfer the Site or any of its interests therein except as provided in this Section.

1. **Transfer Defined.** As used in this Section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) (in the aggregate) of the present ownership and/or control of any person or entity constituting Owner or its general partners, taking all transfers into account on a cumulative basis, except transfers of such ownership or control of interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family, or among the entities constituting Owner or its general partners or their respective shareholders. In the event any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner, is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of such corporation, of beneficial interests of such trust. In the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of such limited or general partnership interest. In the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. **Authority Approval of Transfer Required.** Owner shall not Transfer the Site or any of Owner's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, which shall not be unreasonably withheld, conditioned or delayed, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Authority shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Authority's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Authority, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Regulatory Agreement. In addition, no attempted transfer of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement in a form approved by the Authority assuming such obligations.

3. **Exceptions.** The foregoing prohibition shall not apply to any of the following:

A. Any mortgage, deed of trust, or other form of conveyance for financing, but Owner shall notify Authority in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

B. Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (A) above, provided that the amount of indebtedness incurred in the restructuring or refinancing is not below a ratio of 1.15 to the current value of the Site.

C. The granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

D. A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

E. A sale or Transfer of 49% or more of an ownership or controlling interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or Transfers to a corporation or partnership in

which the immediate family members or shareholders of the Transferor have a controlling majority interest of 51% or more.

F. A sale or Transfer of an interest in Owner to a Qualified Tax Credit Investor.

G. The (A) sale, transfer, conveyance or pledge of limited partnership interests in the Owner, (B) sale, transfer, conveyance or pledge of any partnership interest or membership interests in the limited partners of the Owner, or (C) **notwithstanding any provision to the contrary in the Housing Agreement,** the appointment by the partners of the Owner of an additional or substitute co-general partner in accordance with the partnership agreement of the Owner.

H. The transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner, or (C) of an interest in an existing general partner so long as such transfer, together with any prior transfer of an interest or interests in an existing general partner, do not result in more than forty-nine percent (49%) of the interest in an existing general partner having been transferred since the date hereof.

I. Transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of the Tax Credit limited partner.

J. Transfers of an interest in a parent of a partner, provided, however, transfers of an interest in a parent of a partner performing the primary management functions on behalf of the Owner which results in Related Companies of California, LLC ("Related"), owning less than a controlling interest in such parent of such partner shall be subject to the written consent of the Authority, which consent shall not be unreasonably withheld.

K. The lease of Residential Units to an Eligible Tenant.

L. Assignments for financing purposes as required in order to effect the Senior Financing (the loans taken by Owner to fund the construction of the Project and the permanent loans which shall replace the construction phase loans after the completion of development).

M. Transfer of the Project or partnership interests in the Owner's limited partnership to a general partner of Owner at the end of the fifteen year Tax Credit initial compliance period.

N. Admission of the Qualified Tax Credit Investor to the Owner or the transfer of the Qualified Tax Credit Investor's interest in Owner to another party, or the redemption of the Qualified Tax Credit Investor's interest in the Owner provided that, prior to any such Transfer, the Qualified Tax Credit Investor

has paid in full its capital contribution to Owner as and to the extent required in the Owner's partnership agreement.

O. Transfer of the interest of REC in the Owner to another entity controlled by Related.

J. ENFORCEMENT. In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Authority, or, in the event said default cannot be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then Authority shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement; or

2. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

3. Enter the Site and cure the Event of Default as provided in Section E hereof.

4. Impose, through Authority's Executive Director, an administrative fine for each day the violation continues. The amount of the fine shall be Twenty-Five Dollars ($25.00) per day, unless the violation is deemed a major violation, in which case the fine shall be Seventy-Five Dollars ($75.00) per day. The amounts of the foregoing fines shall be automatically increased by Five Dollars ($5.00) every five (5) years during the Term of this Agreement. A "major" violation shall be one which affects adjacent property or the health and safety of persons. Owner may appeal the assessment of any fine to the City Council who may reverse, modify or uphold the decision of the Executive Director. In making this decision, the City Council shall determine whether the violation exists and whether the amount of the fine is appropriate under the circumstances.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its 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 another party.

K. NONDISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants,

lessees, subtenants, sublessees or vendees of the Site, or any part thereof (except as permitted by this Agreement).

L. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Authority and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the Authority, and such covenants shall run in favor of the Authority for the entire term of this Agreement, without regard to whether the Authority is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Authority and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. Authority and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Eligible Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Authority was formed.

Owner, in exchange for the Authority entering into the Housing Agreement, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the Authority and the City the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

M. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Authority, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Authority, City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Owner.

N. ATTORNEYS' FEES. In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorney's fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

O. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto, or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

P. NOTICE. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Authority:	Carson Housing Authority 701 East Carson Street Carson, California 90745 Attn: Executive Director
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman, Suite 1700 Irvine, CA 92612 Attn: XXX
Owner:	XXX XXX XXX Attn: XXX Phone: Fax:
Copy to:	

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

Q. **SEVERABILITY/WAIVER/INTEGRATION.**

1. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

2. **Waiver.** A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. **Integration.** This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

R. **FUTURE ENFORCEMENT.** The parties hereby agree that should the Authority cease to exist as an entity at any time during the term of this Agreement, the City of Carson shall have the right to enforce all of the terms and conditions herein, unless the Authority had previously specified another entity to enforce this Agreement.

S. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

T. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

IN WITNESS WHEREOF, the Authority, City and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

"CITY"

CITY OF CARSON

Date: _____ By: _____

ATTEST:

_____
City Clerk

"AUTHORITY"

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

Date: _____ By: _____
Executive Director

ATTEST:

By: _____
Authority Secretary Donesia L. Gause, CMC

"OWNER"

XXX, a California _____

By:_____
xxx

Date: _____

[End of Signatures]

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

That certain real property located in the City of Carson, County of Los Angeles, State of California, more particularly described as:

[Insert Legal Description]

EXHIBIT "B"

Period Covered _____

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
CARSON HOUSING AUTHORITY OF THE
CITY OF CARSON, CALIFORNIA

The undersigned, XXX., a California _____ ("Owner"), has read and is thoroughly familiar with the provisions of the Affordable Housing, Financing & Disposition and Development Agreement ("Housing Agreement") and documents referred to therein executed by Owner and Carson Housing Authority ("Authority") including, but not limited to, the "Regulatory Agreement", as such term is defined in the Housing Agreement.

As of the date of this Certificate, the following Restricted Units in the Project are: (i) occupied by Eligible Tenants (as defined in the Regulatory Agreement), or (ii) currently vacant and being held available for such occupancy and have been so held continuously since the date an Eligible Tenant vacated such Restricted Unit:

		Occupied	Vacant
Eligible Tenants	1 bdrm	_____	_____
	2 bdrm	_____	_____
	3 bdrm	_____	_____

As of the date of this Certificate, the following are numbers of not to exceed Moderate Income Tenants, Very Low Income Tenants and Low Income Tenants who commenced occupancy of Residential Units during the preceding year:

(Not to Exceed) Moderate Income Tenants	**Very Low Income Tenants**	**Low Income Tenants**
Unit Nos. _____	Unit Nos. _____	Unit Nos. _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the following information for each Restricted Unit: the number of each Restricted Unit, the occupants of each Restricted Unit, the rental paid for each Restricted l Unit, and the size and number of bedrooms of each Restricted l Unit. The Owner certifies that the information contained in the Occupancy Summary is true and accurate.

The undersigned hereby certifies that (1) a review of the activities of the Owner during such period and of the Owner's performance under the Housing Agreement and the documents referred to therein has been made under the supervision of the undersigned, and (2) to the best knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents (or describe the nature of any detail and set forth the measures being taken to remedy such defaults).

"OWNER"

XXX., a California _____

By: _____
XXX

By: _____
Name:
Its:

[END OF SIGNATURES]

ATTACHMENT NO. 9

AUTHORITY NOTE

$5,565,446.00

_____, 20__ ("Note Date")

FOR VALUE RECEIVED, the undersigned (herein, the "Maker") hereby promises to pay to the order of the CARSON HOUSING AUTHORITY, a municipal corporation ("Holder" or "Authority"), at a place designated by Holder, the principal sum not to exceed XXX Dollars ($XX.XX) ("Note Amount"), plus accrued interest, or such lesser amount which shall be disbursed by the Authority and from time to time be owing hereunder pursuant to the terms hereof. Pursuant to an Affordable Housing, Financing & Disposition and Development Agreement ("Agreement") between Maker and Holder, Authority agreed to loan funds to Maker in an amount not to exceed the Note Amount as evidenced by this Authority Note. The cash portion of the Loan Amount shall be paid out as described in Section 2.3 hereof. The term "Loan" herein shall only refer to the amounts actually paid out pursuant to this Authority Note and any interest thereon provided herein.

Reference is also made to the following additional agreements and documents involving Maker and Holder and/or pertaining to the Site:

(i) The Authority Deed of Trust and Assignment of Rents, by and between Maker as borrower, Holder as beneficiary, and Fidelity National Title Companyas Trustee ("Authority Deed of Trust"), securing the repayment of this Authority Note).

(ii) The Authority Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions, dated _____, 20__, by and between Maker and Holder, for the benefit of Holder, and recorded simultaneously with the Deeds of Trust in the Office of the Los Angeles County Recorder ("Regulatory Agreement").

All of the foregoing listed documents are referred to herein collectively as the "Authority Agreements" and individually as an "Authority Agreement." The Authority Agreements are incorporated herein as though fully set forth.

Except as otherwise provided herein, the defined terms used in this Authority Note shall have the same meaning as set forth in the Agreement.

1. Purpose of Loan

The Loan evidenced by this Authority Note is a loan for the purpose of redeveloping the Site in accordance with the Agreement.

2. Principal Amount; Conditions Precedent to Disbursement.

2.1 Loan Amount. The principal amount of the Loan shall be in the amount of up to **Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446)**. The Loan Amount includes the value of the Site being conveyed by Authority to Maker plus the funds ("Authority Loan") which will be contributed to the project by Authority. Interest shall accrue on the outstanding principal Loan Amount at the simple rate of one half of a percent (0.5%) per annum until repaid in full.

2.2 Conditions Precedent to Disbursement of Loan. None of the Authority Loan proceeds shall be disbursed without Maker having first satisfied all of the conditions to disbursement set forth in Section 404 of the Agreement.

2.3 Drawing Down On the Loan. Maker may draw down on the Authority Loan Amount pursuant to the procedure described in Section 404(3) of the Agreement. Any request for a draw shall be made at least thirty (30) days before the draw will be paid.

3. Term of Note; Repayment.

3.1 Maker shall be obligated to repay the principal amount of this Authority Note and the accrued interest, without set off or deduction, by paying to Holder, on each July 1 in "Residual Cash Flow", to the extent Residual Cash Flow is available, for the calendar year, or portion thereof, ending on the immediately preceding December 31 (as the term "Residual Cash Flow " is defined in Section 3.1.1 of this Authority Note), fifty percent (50%) of that year's Residual Cash Flow. The first such repayment under this Section 3.1 shall be due on the first July 1 which is one full calendar year following the calendar year in which the permanent phase of the Senior Financing commenced, and the last payment shall be due on July 1 fifty-five (55) years later ("Maturity Date"). Notwithstanding the foregoing, this Authority Note shall be fully due and payable on the Maturity Date or upon the sale of the Site.

3.1.1 For purposes of this Section 3.1, the term "Residual Cash Flow" means the Gross Income (as defined below) for the Site in a fiscal year, if any, less the Operating Expenses for that fiscal year. The term "Gross Income" means: (i) all rents and payments received by the Maker from tenants and occupants for the use and occupancy of the Site and the Project, (ii) laundry income, (iii) income from concessionaires and licensees, and (iv) rent subsidies, if any, received by the Developer, but "Gross Income" shall not include any security deposits (unless and until such deposits have been forfeited by the tenants and are payable to the Maker), insurance or condemnation proceeds, industry level operating reserves or deposits (not to exceed six (6) months of operating expenses plus debt expenses), capital contributions made to the Maker by the partners thereof, proceeds from the construction financing or the Authority Financial Assistance or other financing provided to the Maker, including financing provided by any partner of Maker, or proceeds from the sale or refinancing of the Site and/or Project.

3.1.2 For purposes of Section 3.1.1, the term "Operating Expenses" means the aggregate of the following: (i) the cost of utilities supplied to and used for the Project and payable by the Maker; (ii) the cost of all insurance required for the Project in this Agreement, Maker's Partnership Agreement, the Senior Financing documents, or any ancillary documents concerning the operation of the Project; (iii) real property taxes, if any, and assessment payments; (iv) expenses and costs of social programs and compliance/monitoring reporting for the Project; (v) the deposits for the replacement reserves or operating reserves for the Project, in the amount provided by the Senior Financing or required by Maker's Partnership Agreementor any junior lender, if a greater requirement; (vi) on-site administrative costs (including payroll and payroll taxes and expenses, employee benefits); (vii) operating, maintenance and repair expenses and services, and necessary capital expenditures for the upkeep and repair of the Project and any expenditures required based upon a physical needs assessment by the Qualified Tax Credit Investor or Senior Financing lender (including materials and labor) including charges for public services such as sewer charges, license and permit fees, goods, commodities, materials, equipment, furniture, furnishings, installation of appliances, fixtures, painting, cleaning, pest control, gardening, rubbish removal, security services, advertising and promotion, leasing commissions, accounting, and legal expenses attributable to the Site or the Project which are directly attributable and customarily incurred in the operation of real estate projects similar to the Project not to exceed six months of operating expenses plus debt service and not including any amount taken from the replacement reserves; (viii) fees, costs or expenses of refinancing any loan; (ix) any post closing legal fees or other expenses, fees, costs incurred by the Maker in connection with obtaining this Agreement or the Authority Financial Assistance to the extent not already included hereunder; (x) all scheduled, or otherwise due, payments of principal and/or interest on the Senior Financing, together with all financing fees and related charges payable by the Maker under the terms of the Senior Financing, including without limitation, issuer fees, trustee fees, remarketing fees, and rebate analyst fees, interest rate cap deposits and credit enhancer charges; (xi) all other fees and expenses which may be provided in Maker's annual budget prepared in accordance with the Senior Financing; and (xii) repayments of loans to a partner or affiliate of a partner of the Maker in accordance with the Partnership Agreement for construction deficits, operating deficits or similar construction shortfalls or operating shortfalls; (xiii) repayments of any amounts owing to a partner or an affiliate of a partner of the Maker in accordance with the Partnership Agreement due to an adjustment in the tax credit equity caused by an adjustment to tax credits available to the Project; (xiv) any deferred Developer Fee paid in accordance with the Partnership Agreement and (xv) any asset management or limited or general partner fees paid in accordance with the Partnership Agreement. "Operating Expenses" shall not include the following; (a) repairs or replacements paid out of insurance proceeds received by the Maker; (b) book depreciation of buildings or other similar non-cash items of expense; or (c) principal payments on all junior financing. To the extent that the Site or Project, or any part thereof, shall be leased by the Maker and the lessee or occupant pays any items described as Operating Expenses, then such items that are paid by such occupant shall not be Operating Expenses.

3.2 Any payments made by Maker in payment of this Authority Note shall be applied in the following order: (i) first to the interest, if any, then accrued and due on the unpaid principal balance under this Authority Note, (ii) second to reduction of the principal balance of this Authority Note.

3.3 This Authority Note may be prepaid in whole or in part at any time without penalty.

4. Default; Cross-Default; Acceleration.

4.1 In addition to Maker's failure to timely perform the requirements of this Authority Note, or the failure to timely complete the construction of the Project, or the failure to timely perform the requirements of the Authority Note, Maker shall also be in default of this Authority Note if Maker, without the prior written approval of Holder, which approval may be given or withheld in Holder's sole and absolute discretion, refinances any outstanding loan or note secured by the Site for an amount greater than the sum of (i) the then-outstanding principal balance of such secured loan(s) or note(s), plus (ii) the reasonable costs of such refinance transaction, which shall not include loan points or origination fees greater than two percent (2%) of the then-outstanding principal balance of such secured loan(s) or note(s). Notwithstanding the foregoing, Maker shall not be in default of the Authority Note and need not seek approval of Holder in refinancing any outstanding loan or note secured by the Site if all net proceeds from such refinance are applied against the unpaid balance of the Senior Financing and the Authority Note and the debt service arising from such refinance does not reduce the Residual Cash Flow.

4.2 Default by Maker of this Authority Note or of any of the Authority Agreements, shall constitute a default of this Authority Note and all of the Authority Agreements.

4.3 In the event Maker fails to perform hereunder or under any of the Authority Agreements, for a period of thirty (30) days after the date of written notice from Holder that such performance was due, Maker shall be in default of the Authority Note. Prior to exercising any of its remedies hereunder, Authority shall give Maker written notice of such default, and Maker shall thereafter have fifteen (15) days to cure such default; provided, however, that if the default hereunder is solely as a result of a default under any of the Authority Agreements, the default, notice, and cure provisions of the applicable Authority Agreement shall apply. If Maker cures a default under an Authority Agreement within the cure period set forth in the applicable Authority Agreement, Maker shall be deemed to have also cured that default under the Authority Note. If Maker does not cure a default under any of the Authority Agreements within the cure period set forth in the applicable Authority Agreement, Maker shall be deemed in default under all of the Authority Agreements and under both of the Authority Note. In the event Maker is deemed in default under the Authority Note, and has not cured the default within the time set forth in the applicable notice of default, Holder may, at its option, declare the Authority Note and the entire obligations evidenced thereby immediately due and payable and collectible then or thereafter as Holder may elect, regardless of the date of maturity.

5. Collection Costs; Attorneys' Fees. If, because of any event of default under this Authority Note or any of the Authority Agreements, any attorney is engaged by Holder to enforce or defend any provision of this instrument, whether or not suit is filed hereon, then Maker shall pay upon demand reasonable attorneys' fees, expert witness fees and all costs so incurred by Holder together with interest thereon until paid at the applicable rate of interest payable hereunder, as if such fees and costs had been added to the principal owing hereunder.

6. Waivers by Maker. Maker and all endorsers, guarantors and persons liable or to become liable on this Authority Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Authority Note and any and all other notices or matters of a like nature, and consent to any and all renewals and extensions near the time of payment hereof and agree further that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in any documents securing this Authority Note released in whole or in part, or increased, changed or exchanged by agreement between Holder and any owner of the premises affected by said documents securing this Authority Note, without in any way affecting the liability of any party to this Authority Note or any persons liable or to become liable with respect to any indebtedness evidenced hereby.

7. Severability. The unenforceability or invalidity of any provision or provisions of this Authority Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

8. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Authority Note shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

If to Holder: Carson Housing Authority
701 East Carson Street
Carson, California 90745
Attn: Executive Director

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612
Attn: Authority Counsel

If to Maker: XXX.
XXX
XXX
Attn: XXX
Phone:
Fax:

With copies to:

Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Authority Note.

9. Modifications. Neither this Authority Note nor any term hereof may be waived, amended, discharged, modified, changed or terminated orally; nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by Maker and Holder. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Authority Note.

10. No Waiver by Holder. No waiver of any breach, default or failure of condition under the terms of this Authority Note shall be implied from any failure of the Holder to take action, or any delay be implied from any failure by the Holder in taking action, with respect to such breach, default or failure from any prior waiver of any similar or unrelated breach, default or failure.

11. Usury. Notwithstanding any provision in this Authority Note, the total liability for payment in the nature of interest shall not exceed the limit imposed by applicable laws of the State of California.

12. Nonassignability. Except as permitted in the Agreement, Maker may not transfer, assign, or encumber this Authority Note in any manner without the prior, express, written authorization of Holder, which may be given or withheld by Holder in Holder's sole and absolute discretion. It shall be deemed reasonable for Holder to refuse authorization for any reason or no stated reason. Holder may freely transfer, assign, or encumber Holder's interest in this Authority Note in any manner, at Holder's sole discretion.

13. Governing Law. This Authority Note has been executed and delivered by Maker in the State of California and is to be governed and construed in accordance with the laws thereof.

14. Time of Essence. Time is of the essence in the performance of the obligations and provisions set forth in this Authority Note.

15. Subordination. This Authority Note is subordinate to the Senior Financing.

16. Conflicts. In the event of any conflict between the terms of this Authority Note or any of the Authority Agreements on the one hand, and the Housing Agreement on the other hand, the terms of this Authority Note or the applicable Authority Agreement shall control.

17. Non-Recourse. Other than as required by the completion guaranty to be provided by The Related Companies, L.P., a New York limited partnership, neither the Maker, its agents, consultants, employees, or representatives shall have any personal liability under this Agency Note or for any amounts due with respect to the Authority Note. The Holder's sole remedy, other than as set forth in said guaranty, shall be to foreclose on the Authority Deed of Trust..

IN WITNESS WHEREOF, the parties have executed this Authority Note as of the date first above written.

"Maker"

XXX, a California
_____

By: _____
XX

ATTACHMENT NO. 10

AUTHORITY DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON HOUSING AUTHORITY
Attn: Executive Director
701 E. Carson Street
Carson, CA 90745

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AUTHORITY DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS AUTHORITY DEED OF TRUST AND ASSIGNMENT OF RENTS ("Deed of Trust") is made as of the ____day of _____, 20__, by _____., a California _____ ("Trustor"), whose address is Fidelity National Title Company ("Trustee"), whose address is 1300 Dove Street, Newport Beach, California 92660, and the Carson Housing Authority ("Beneficiary"), whose address is 701 E. Carson Street, Carson, CA 90745.

FOR GOOD AND VALUABLE CONSIDERATION, including the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the property is described in Exhibit "A", attached hereto and by this reference incorporated herein ("Property").

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the "rents"), provided that so long as Trustor is not in default hereunder, it shall be permitted to operate the Project (as defined below), in accordance with the requirements of that certain Authority Regulatory Agreement entered into between Trustor and the Beneficiary dated as of _____, 20__ ("Agreement"), which Agreement is on file with the Beneficiary as a public record and is incorporated by reference herein;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected upon the Property (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefore); but exclusive of all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such Property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

All of the foregoing, together with the Property, is herein referred to as the "Security".

FOR THE PURPOSE OF SECURING:

(a) Payment of the loan according to the "Authority Note" as set forth in the "Housing Agreement" as defined herein;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period and upon five (5) business days notice to the Trustor, with interest thereon as provided herein;

(c) Payment of such additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes or other documents reciting that they are secured by this Deed of Trust; and

(d) Performance of every obligation, covenant or agreement of Trustor contained herein or in the Authority Note, theHousing Agreement, the Guaranty and the Agreement (and any amendments thereto).

ARTICLE I

DEFINITIONS

1. "Authority Note" means the Authority Promissory Note and the Authority Note, with a combined principal amount not to exceed **Four Million Eight Hundred Eighty-Five Thousand Four Hundred Forty-Six Dollars ($4,885,446)** executed by Trustor upon disbursement of the loan by Beneficiary pursuant to the Housing Agreement.

2 "Agreement" means that certain Authority Regulatory Agreement and Declaration of Covenants and Restrictions entered into by the Beneficiary and Trustor, dated _____, 20__; said Agreement (a copy of which is on file with the Beneficiary at the address stated above, and including all of its attachments) is incorporated herein by reference.

3. "Certificate of Occupancy" means the certificate issued by the City of Carson affirming that the Project is habitable.

4. "Expiration Date" means that date which is fifty-five (55) years after the issuance of the Certificate of Occupancy for the Project.

5. "Housing Agreement" means the Affordable Housing, Financing & Disposition and Development Agreement between Beneficiary and Trustor providing for the development of the Project.

6. "Mortgage" means any permanent or long-term loan, or any other financing device (including without limitation deeds of trust) the proceeds of which are used in the construction of the Project, which loan is secured by a security financing interest in the Trustor's interest in the Project.

7. "Project" means the 40 unit affordable housing apartment complex, in which 39 units shall be deed restricted for use as affordable rental units as described in the Housing Agreement and the Agreement, and the related facilities to be constructed and operated pursuant to the Agreement.

8. "Site" means the real property on which the Project is operated which is located at 409 E. Carson Street in Carson, California, as more particularly described on Exhibit "A" attached hereto.

9. "Trustor" means _____ a California _____, and each of its transferees and successors in interest. Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferees or successors in interest. Where the terms of this Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee.

Unless the context clearly otherwise requires, any capitalized term used herein and not defined herein shall have the meaning given to it under the Agreement (and any amendments thereto).

ARTICLE II

CONDITION OF THE PROJECT

Section 2.1 Continuous Operation of the Project. As set forth in the Agreement, Trustor agrees to oversee the continuous operation of the Project for a period of not less than fifty-five (55) years from the issuance of the Certificate of Occupancy for the Project.

Section 2.2 Maintenance and Modification of the Project by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Site, or cause the Site to be maintained, preserved and kept in a good first class condition and consisting only of those uses allowed by the Agreement. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Site.

ARTICLE III

TAXES AND INSURANCE

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Site or the Security or any part thereof.

Section 3.2 Trustor agrees to provide insurance for the Site as follows:

(a) Commercial General Liability Insurance. A policy of comprehensive broad form commercial general liability insurance, including an umbrella policy coverage, in an amount not less than Five Million Dollars ($5,000,000.00).

(b) Worker's Compensation. 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 Trustor, Beneficiary and the City of Carson.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance to include all autos owned, hired, and non-owned, in an amount not less than Five Million Dollars ($5,000,000) combined single limit per occurrence for bodily injury and property damage, including an umbrella policy coverage.

(d) Standard "All Risk" Insurance. A policy with fire and extended coverage, including vandalism and malicious mischief endorsements, for 100% of full replacement value insuring against "all risks of physical loss" including without limitation a guaranteed replacement cost and code compliance coverage endorsement (excluding earthquake coverage, boiler and machinery insurance coverage, heating, air conditioning equipment, and other equipment of such nature), and insurance against loss or damage to personal property located on the Site by fire and other hazards covered by such insurance

(without any deductible clause unless approved in writing by the Beneficiary). Authority hereby consents to the Trustor's use of an insurance policy with a $1,000 deductible. In the event any tenant on the Site fails to maintain coverage to the extent of one hundred percent (100%) of full replacement value for the Site, the Trustor shall maintain such additional or gap insurance to satisfy the requirements of this Section.

ARTICLE IV

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Damage and Destruction. If, prior to the Expiration Date, the Security or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, the Trustor shall either (a) repay the Authority Note in full, or (b) cause any insurance proceeds arising from insurance referred to in Section 3.2 hereof and any other coverage acquired by the Trustor to be used to promptly rebuild and replace the Security, and repair and replace the Security as necessary to bring the Security into conformity with the standards; provided that such covenants shall be subordinated to the provisions of all senior obligations to which this Deed of Trust is subordinate.

Section 4.2 Condemnation. Subject to the provisions of senior obligations to which this Deed of Trust is subordinate, if title to or any interest in or the temporary use of the Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental authority or by any person acting under governmental authority, including any proceeding or purchase in lieu thereof, the proceeds as a result of such taking shall be paid as provided by the law of the State of California to all persons or entities as their interests appear of record.

ARTICLE V

REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 5.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 5.2 Inspection of the Project. The Trustor covenants and agrees that the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right to enter the Property during normal business hours following 24 hours notice to Trustor.

Section 5.3 Granting of Easements. Trustor covenants and agrees that it will grant easements, licenses, rights-of-way or other similar rights or privileges in the nature of easements with respect to any property or rights included in the Security which facilitate the use of the Property but do not diminish the Security with the prior written approval of the Beneficiary, which approval shall not be unreasonably withheld.

ARTICLE VI

AGREEMENTS AFFECTING THE SITE;

FURTHER ASSURANCES

Section 6.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Agreement and the Housing Agreement.

Section 6.2 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary, the Trustor shall make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary and, where appropriate, cause to be recorded and/or filed, and from time to time thereafter to be recorded and/or filed, and from time to time thereafter to be re-recorded and/or therefore, at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements respecting personal property, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (a) the obligations of the Trustor under this Deed of Trust, and (b) the lien of this Deed of Trust as a lien prior to all liens except those obligations which shall be senior obligations pursuant to the provisions of this Deed of Trust or the Housing Agreement. Upon any failure by the Trustor to do so, the Beneficiary may make, execute, record, file re-record and/or refile any and all such deeds of trust, security agreements, instruments, certificates and documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Trustor to do so. The lien hereof shall automatically attach, without further act, to all after-acquired property deemed to be part of the Security as defined herein.

Section 6.3 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefore, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall bear interest from the date such expenses are incurred at the maximum rate permitted by Article XV of the California Constitution.

Section 6.4 Subrogation; Payment of Claims. Provided that the Beneficiary gives notice, the Beneficiary's claim shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by the Beneficiary pursuant to the provisions hereof. If permitted in the Agreement, the Beneficiary shall have the right to pay and discharge the obligations secured by this Deed of Trust.

Section 6.5 Transfer. No sale, transfer, lease, pledge, encumbrance, creation of a security interest in, or other hypothecation of the Security shall relieve the Trustor from primary liability under this Deed of Trust or the Agreement without the express written release of the Beneficiary.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Default Defined. The failure of Trustor to perform any term or condition of the Agreement, the Authority Note, or this Deed of Trust, and the failure of the Defaulting Party to cure any such breach or failure within the cure period provided in Article 800 of the Housing Agreement, after receipt of written notice from Beneficiary in accordance with Article 800 of the Housing Agreement, shall be an Event of Default hereunder.

Section 7.2 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any amounts owed to Beneficiary, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Authority Note, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. A copy of any Notice of Default and a copy of any Notice of Sale hereunder shall be mailed to Trustor at its address herein given;

(b) Utilize all Project funds and all incomes collected to cause the correction or completion of the work and correct the work and prosecute it to completion, and Beneficiary may employ or contract with all forces necessary to do the work and may use all Project funds for such purposes;

(c) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(d) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(e) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any

other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.3 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust which is secured hereby, and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 7.4 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 7.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and

concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.6 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) takes other or additional security, (ii) waives or does not exercise any right granted herein, in the Housing Agreement or in the Agreement, (iii) certifies completion of any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust, the Housing Agreement or the Agreement, (iv) consents to the filing of any map, plat or replat affecting the Security, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 7.7 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance

with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 7.8 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for any amount which may become due and payable by the Trustor hereunder after such date.

ARTICLE VIII

SUBORDINATION

Section 8.1 Subordination. The Beneficiary agrees to execute documents reasonably satisfactory to its counsel to subordinate the lien of this Deed of Trust, provided no Notice of Default under its terms appears of record, to the following:

(a) Senior Financing for the Site as defined in, and within the limitations set forth in the Housing Agreement.

(b) Take out or refinancing of the Site subject to the limitations contained in theHousing Agreement.

Section 8.2 Description of Loans. Any loan to which this Deed of Trust is to be subordinated shall be evidenced by a promissory note, which shall not be limited with respect to any terms (except as may be otherwise provided by Section 8.1 hereof), including the principal amount thereof, or the rate of interest thereon; provided, however, that any such loan or loans shall be subject to the approval of Beneficiary pursuant to the terms of the Housing Agreement.

Section 8.3 Purpose and Use of Loans. Any loan or loans to which this Deed of Trust shall be subordinated may be used for any purposes in connection with the improvement of the Property. Any lender in making any disbursement pursuant to any such loan or loans shall be under no obligation or duty to see to the application or use of such proceeds for the purposes provided herein, and any application or use of such proceeds for purposes other than those provided for in this Article shall not defeat the subordination herein made in whole or in part.

Section 8.4 Execution of Subordination Agreement. Beneficiary agrees, upon request, provided that Trustor is not in default under this Deed of Trust or the Agreement, to execute a Subordination Agreement, or agreements, in form reasonably acceptable to the Beneficiary, in favor of any loan or loans to which this Deed of Trust is to be subordinated, and to deliver same to Trustor for recordation in order to confirm of record the subordination provided in this Deed of Trust. In the event of express conflict, the terms of any Subordination Agreement executed by Beneficiary shall prevail over the terms regarding such subordination provided herein. The Parties acknowledge that this Deed of Trust shall not be subordinated to a position lower than third in lien priority.

ARTICLE IX

RELEASES

Section 9.1 Release. This Deed of Trust shall only be released upon termination of the repayment obligation as described in Section 3 of the Authority Note without the occurrence of an Event of Acceleration as described in Section 4 of the Authority Note.

ARTICLE X

MISCELLANEOUS

Section 10.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 10.2 Trustor Waiver of Rights. Trustor hereby acknowledges that it is aware of and has the advice of counsel of its choice with respect to its rights under the Constitution of the United States, including, but not limited to, its rights arising under the Fourth, Fifth, Sixth and Fourteenth Amendments thereto, and the Constitution of the State of California. Trustor agrees that Beneficiary may exercise its rights hereunder in accordance with the provisions hereof, including, but not limited to, the exercise of the power of sale pursuant to Section 7.4 hereof, and Trustor hereby expressly waives its rights under such Constitutions with respect thereto, including, but not limited to, its rights, if any, to notice and a hearing upon the occurrence of an Event of Default hereunder; provided, however, nothing contained herein shall be deemed to be a waiver of Trustor's rights to reinstate or redeem this Deed of Trust in accordance with applicable law. Trustor further waives to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Security, (b) all rights of valuation, appraisal, stay of execution, and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties.

Section 10.3 Reconveyance by Trustee. Upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 10.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 10.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 10.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Section 10.6 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 10.8 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the provisions hereof shall be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, or in any other appropriate court in that county.

Section 10.9 TCAC Requirement. Beneficiary acknowledges that Trustor and the Tax Credit Allocation Committee ("TCAC") intend to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). As of the date hereof Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit, or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement required by TCAC is recorded against the Site, the Trustor agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

"Trustor"
XXX,
a California _____

By: _____
XXX

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

ATTACHMENT 11

GUARANTY

THIS GUARANTY (the "Guaranty") is executed as of _____, 20 __ by THE RELATED COMPANIES, L.P., a New York limited partnership, ("Guarantor"), for the benefit of the CARSON HOUSING AUTHORITY, a municipal corporation (the "Authority") with reference to the following facts:

RECITALS

A. Pursuant to that certain Affordable Housing, Financing & Disposition and Development Agreement dated as of _____, 2012 between the Authority and _____, a California _____ (the "Developer") (the "Agreement"), Developer has agreed to develop an affordable residential apartment complex ("Project") in the City of Carson, County of Los Angeles, State of California, and as described in the Agreement. Capitalized terms used and not otherwise defined herein shall have the definitions ascribed to said terms in the Agreement.

B. Pursuant to the terms of the Agreement, upon the consummation of the transactions contemplated therein (the "Closing"), Developer shall have certain post-Closing obligations and liabilities, including, without limitation, the construction and development of the Project in accordance with the terms of the Agreement.

C. Guarantor is an affiliate of the Developer.

D. As a condition to approving the Agreement, the Authority has required that Guarantor guaranty the Developer's timely performance and payment of the Developer's obligations under the Agreement in accordance with the terms of this Guaranty.

E. The Authority has agreed that the Guarantor's performance obligations shall terminate as provided in Paragraph 3.5 of this Guaranty.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor hereby certifies, represents and warrants to the Authority, and agrees as follows:

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

Guarantor makes the following representations and warranties which shall be continuing representations and warranties until this Guaranty expires in accordance with the provisions contained herein:

1.1 No Conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor is a party or by which it or any of its property is or may be bound or affected and do not, and will not cause any security interest, lien or other encumbrance to be created or imposed upon any such property.

1.2 Financial Condition. Guarantor's financial statements, which have heretofore been submitted in writing by Guarantor to the Authority in connection herewith, are true and correct and fairly present the financial condition of Guarantor for the period covered thereby. Since the date of said financial statements, there has been no materially adverse change in Guarantor's financial condition. Guarantor has no knowledge of any liabilities, contingent or otherwise, as of the date of said financial statements which are not reflected in said financial statements; and, other than in the ordinary course of its business, Guarantor has not entered into any commitments or contracts which are not reflected in said financial statements or which may have a materially adverse effect upon its financial condition, operations or business as now conducted.

1.3 Solvency. The execution and delivery of this Guaranty will not (i) render Guarantor insolvent under generally accepted accounting principles nor render Guarantor Insolvent (as defined below), (ii) leave Guarantor with remaining assets which constitute unreasonably small capital given the nature of Guarantor's business, or (iii) result in the incurrence of Debts (as defined below) beyond Guarantor's ability to pay them when and as they mature. For the purposes of this Section 1.3, "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured. For the purposes of this Section 1.3, "Debts" includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

1.4 Financial or other Benefit or Advantage. Guarantor hereby acknowledges and warrants that Guarantor is an affiliate of the Developer and that Guarantor has derived or expects to derive a financial or other benefit or advantage from the consummation of the transactions contemplated by the Agreement.

ARTICLE 2

GUARANTEED OBLIGATIONS

2.1 Guaranty. Except as limited by Paragraph 3.5 of this Guaranty, Guarantor hereby unconditionally and irrevocably guarantees the full and faithful completion of the construction of the Project as required on the part of Developer to be performed and observed under the Agreement including but not limited to the punctual payment of all amounts required to be paid by the Developer to cause the completion of the construction of the Project (collectively, the "Guaranteed Obligations").

2.2 Obligations Absolute. Except as limited by Paragraph 3.5 of this Guaranty, the obligations of Guarantor hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by the following, any of which may be taken without the

consent of, or notice to, Guarantor, nor shall any of the following give Guarantor any recourse or right of action against the Developer:

2.2.1 Any express or implied amendment, modification, renewal, addition, supplement, extension, acceleration or assignment of or to any of the Guaranteed Obligations;

2.2.2 Any exercise or non-exercise by the Authority of any right or privilege under this Guaranty or the documents evidencing the Guaranteed Obligations;

2.2.3 Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Guarantor, the Developer, or any other guarantor (which term shall, for the purposes of this Guaranty, include any other party at any time directly or contingently liable for any of the Guaranteed Obligations under the Agreement, or any other documents relating thereto) or any affiliate of the Developer, or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not Guarantor shall have had notice or knowledge of any of the foregoing;

2.2.4 Any release or discharge of any guarantor or of any other party at any time contingently liable for the Guaranteed Obligations;

2.2.5 Any assignment or other transfer of this Guaranty in whole or in part; and/or

2.2.6 Any acceptance of partial performance of the Guaranteed Obligations.

2.3 Waivers. Guarantor unconditionally waives any defense to the enforcement of this Guaranty, including, without limitation:

2.3.1 All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty;

2.3.2 Any right to require the Authority to proceed against the Developer or any other guarantor at any time or to proceed against or exhaust any security held by the Authority at any time or to pursue any other remedy whatsoever at any time;

2.3.3 The defense of any statute of limitations affecting the liability of Guarantor hereunder, the liability of the Developer or any guarantor in respect of the Guaranteed Obligations, or the enforcement hereof, to the extent permitted by law;

2.3.4 Any defense arising by reason of any disability of the Developer or any guarantor, or of any manner in which the Authority has exercised its rights and remedies in respect of the Guaranteed Obligations, or by any cessation from any cause whatsoever of the liability of any guarantor;

2.3.5 Any defense based upon an election of remedies by the Authority;

2.3.6 Any duty of the Authority to advise Guarantor of any information known to the Authority regarding the financial condition of the Developer and all other circumstances affecting the Developer's ability to perform its obligations to the Authority, it being agreed that Guarantor assumes the responsibility for being and keeping informed regarding such condition or any such circumstances;

2.3.7 Without limiting the generality of the foregoing or any other provision hereof, any rights and benefits which might otherwise be available to Guarantor under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899 and 3433, or any successor sections, provided, however, that any benefits impacting Guarantor's right to seek subrogation, reimbursement, contribution or indemnification against Developer shall not be waived.

2.4 Subrogation. Guarantor understands that the exercise by the Authority of certain rights and remedies may affect or eliminate Guarantor's right of subrogation against the Developer or any other guarantor and that Guarantor may therefore incur partially or totally nonreimbursable liability hereunder. Nevertheless, Guarantor hereby authorizes and empowers the Authority, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, continuing, independent and unconditional under any and all circumstances.

2.5 Independent and Separate Obligations. The obligations of Guarantor hereunder are independent of the obligations of the Developer in respect of the Guaranteed Obligations and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Guarantor is the alter ego of the Developer and whether or not the Developer is joined therein or a separate action or actions are brought against the Developer. Authority's rights hereunder shall not be exhausted until all of the Guaranteed Obligations have been fully paid and performed.

2.6 Bankruptcy No Discharge: Repayments. So long as any of the Guaranteed Obligations hereunder shall be owing to the Authority, Guarantor shall not, without the prior written consent of the Authority, commence or join with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against the Developer. Guarantor understands and acknowledges that by virtue of this Guaranty, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to the Developer. As an example and not in any way of limitation, a subsequent modification or assignment of the Guaranteed Obligations in any reorganization case concerning the Developer shall not affect the obligation of Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective original terms. If claim is ever made upon the Authority for repayment of any amount or amounts received by the Authority in payment of the obligations in respect of the Guaranteed Obligations and the Authority repays all or any part of said amount, then, notwithstanding any revocation or termination of this Guaranty or the cancellation of the Guaranteed Obligations, Guarantor shall be and remain liable to the Authority for the amount so repaid to the same extent as if such amount had never originally been received by the Authority.

2.7 Minimum Tangible Net Worth. At all times Guarantor shall maintain a Tangible Net Worth (defined below) of at least Ten Million Dollars ($10,000,000.00). If at anytime Guarantor's Tangible Net Worth is less than Ten Million Dollars ($10,000,000.00), Guarantor shall (i) deposit with the Authority an irrevocable direct pay letter of credit (in form and substance and from a bank or other financial institution acceptable to the Authority) or other security acceptable to the Authority in the amount of the difference between the Tangible Net Worth of Guarantor and $10,000,000.00 or (ii) provide an additional or substitute guarantor or make other arrangements, in form and substance acceptable to the Authority, to achieve that Guarantor shall have a Tangible Net Worth of at least $10,000,000.00. Upon Guarantor's obtaining a Tangible Net Worth of at least $10,000,000.00, the Authority shall release any such letter of credit or security to Guarantor. As used herein "Tangible Net Worth" shall mean, with respect to Guarantor, the sum of Guarantor's total assets, less (i) all of Guarantor's intangible assets (including costs in excess of book value for acquisitions) and (ii) all of Guarantor's total liabilities, in each case as determined in accordance with generally accepted accounting principles as in effect on the date of this Guaranty and consistently applied throughout the periods covered by the applicable financial statements.

2.8 Financial Statements. Guarantor shall deliver to Authority: on an annual basis, but no later than 120 days after the last day of each annual period, a prepared consolidated balance sheet and income statement covering Guarantor's consolidated operations during the covered period, in a form reasonably acceptable to the Authority and certified by a duly appointed and authorized officer of Guarantor ("Authorized Officer") together with a certificate of compliance in respect of the financial covenant above, executed by an Authorized Officer.

2.9 Notwithstanding anything to the contrary contained in this Guaranty, any release of Developer from its obligation to perform any of the Guaranteed Obligations or from any obligation to pay the Guaranteed Obligations shall similarly release Guarantor from its obligations hereunder.

2.10 Notwithstanding anything to the contrary contained in this Guaranty, Guarantor shall be entitled to assert any defenses that would be able to be asserted by Developer pursuant to the Agreement.

ARTICLE 3

MISCELLANEOUS

3.1 Exercise of Remedies; Successors; Etc. No delay or failure by the Authority to exercise any remedy against the Developer or Guarantor will be construed as a waiver of that right or remedy. All remedies of the Authority are cumulative. When the context in which the words are used in this Guaranty indicates that such is the intent, words in the singular number shall include the plural and vice-versa. If anyone or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective. The Guarantor shall not have the right to assign any of its rights or obligations under this Guaranty.

3.2 Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

3.3 Assignability by the Authority. The Authority may, at any time and from time to time, assign, conditionally or otherwise, all of the rights of the Authority, in respect of the Guaranteed Obligations under this Guaranty, whereupon such assignee shall succeed to all rights of the Authority hereunder. The Authority may give written notice to Guarantor of any such assignment, but any failure to give, or delay in giving, such notice shall not affect the validity or enforceability of any such assignment.

3.4 Demands. Each demand by the Authority for performance or payment hereunder shall be in writing and shall be made in the manner set forth in Section 3.6 below. A dated statement signed by an authorized representative of the Authority setting forth the amount at the time owing to the Authority by Developer in respect of the Guaranteed Obligations shall be conclusive evidence thereof as between Guarantor and the Authority in any legal proceedings against Guarantor in connection with this Guaranty.

3.5 Term. The obligations of Guarantor under this Guaranty shall terminate on the date which is six (6) months from the date the Authority issues the Certificate of Completion (the "Completion Date"), unless as of such date (i) an Event of Default shall have occurred and be continuing or (ii) a Guaranteed Obligation shall be then be due or owing, then in either of such cases the obligations of the Guarantor hereunder shall continue in full force and effect so long as such Event of Default remains uncured or such Guaranteed Obligations remain outstanding. Upon termination of this Guaranty, the Authority, upon receipt of a written request therefor from Guarantor, shall provide the Guarantor with written confirmation of the termination of this Guaranty.

3.6 Notices. All notices and demands hereunder shall be deemed to have been duly given if personally delivered or mailed by United States registered or certified mail, with return receipt requested, postage prepaid to the parties at the following addresses (or at such other addresses as shall be given by written notice by any party to the others) or if deposited with a nationally recognized overnight courier, with all charges prepaid, and shall be deemed complete upon any such mailing or deposit:

To Guarantor:

With a copy to:

To the Authority: Carson Housing Authority
1 Civic Plaza Drive, Suite 500
Carson, California 90745
Attn: Executive Director

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, 17th Floor
Irvine, CA 92612
Attn. XXX

3.7 Complete Agreement. This Guaranty supersedes any prior negotiations, discussions or communications among Guarantor and the Authority and constitutes the entire agreement among the Authority and Guarantor with respect to the Guaranteed Obligations.

3.8 Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

_____

By: _____

By: _____

ATTACHMENT 12

NOTICE OF AFFORDABILITY RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, California 90745
Attn: Executive Director

Space above this line for Recorder's use.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Notice") is dated as of _____, 20__with reference to that certain real property located at 409 E. Carson Street in Carson, California, known as Los Angeles County Assessor's Parcel No.'s _____ _____("Property").

1. The Carson Housing Authority ("Authority") and AMCAL Multi-Housing Inc., a California _____ ("Owner") have entered into that certain Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions ("Resale Restriction Agreement") dated as of _____, 20__and recorded in the Official Records of Los Angeles County concurrently herewith. Pursuant to an Affordable Housing, Financing &Disposition and Development Agreement between Authority and Owner, Owner has acquired the Property to develop forty (40) affordable apartment units.

2. The Resale Restriction Agreement requires that the apartments constructed on the Property shall be rented to eligible Very Low Income Households, Low Income Households or not to exceed Moderate Income Households.

3. The restrictions set forth in the Resale Restriction Agreement will be in effect for a period of fifty-five (55) years, commencing upon the issuance of the Certificate of Occupancy for the Project which is estimated to occur in 20___and which would result in the termination of the Affordability Period in 20.

This Notice is intended to provide notice of documents that affect title to the Property. Reference should be made to the Resale Restriction Agreement for a more detailed description of all matters described in this Notice. In the event of any conflict between the terms of this Notice and the terms of the Resale Restriction Agreement, the Resale Restriction Agreement shall prevail.

IN WITNESS WHEREOF, Authority and Owner have executed this Notice as of the date first written above.

AUTHORITY:

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

By: _____
Executive Director

ATTEST:

By: _____
Authority Secretary Donesia L.Gause, CMC

OWNER:

xxx.,
A California _____

By: _____
xxx

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____,20___, 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.

Signature _____(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____,20___, 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.

Signature _____(Seal)

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DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE CARSON REDEVELOPMENT AGENCY,

a public body, corporate and politic

and

EAST CARSON HOUSING PARTNERS, L.P.

a California limited partnership

(425 E. Carson Street DDA)

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") dated JUNE 15th, 2010 ("Effective Date") is entered into by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership ("Developer"). The parties agree as follows:

I. (§100) PURPOSE OF THE AGREEMENT

A. (§101) Purpose of the Agreement.

This Agreement and the Attachments hereto are intended to effectuate the Redevelopment Plan for Redevelopment Project Area 1C ("Redevelopment Project Area") within the City of Carson ("City") by providing for the disposition and development of certain real property designated herein as the "Site" and the development of the "Project" thereon (as those terms are defined herein). The development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the Agency and the City and the health, safety welfare of the City's residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

Through this Agreement, the Agency intends to assist with the development of a 65-unit affordable housing complex to be located at 425 East Carson, Carson, California. As described in the Notice of Affordability Restrictions, all of the Residential Units within the Project, other than the Manager's Unit, will be rental units covenanted for occupancy by households with a very low or low income or an income that does not exceed "moderate" as further described herein for not less than fifty-five (55) years.

II. (§200) DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§201) Affordable Rent.

The term "Affordable Rent" shall mean the monthly payments charged to and paid by tenants for the use and occupancy of a Residential Unit and facilities associated therewith, including a reasonable allowance for utilities, but shall not include any optional services provided by Developer to residents. Affordable Rent shall have the meaning prescribed for that term in Health and Safety Code § 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code § 50093.

B. (§202) Agency.

The term "Agency" shall mean the Carson Redevelopment Agency.

C. (§203) **Agency Financial Assistance.**

The term "Agency Financial Assistance" shall have the meaning ascribed in Section 403.2.

D. (§204) **Agency Deed of Trust.**

The term "Agency Deed of Trust" shall mean that Deed of Trust and Assignment of Rents securing the Agency Note as further described in Section 404.2(B), which shall be substantially in the form attached hereto as Attachment 11.

E. (§205) **Agency Note.**

The term "Agency Note" shall mean the promissory note evidencing Developer's repayment obligation to Agency as a residual receipts loan in the amount of the Agency Financial Assistance as further described in Section 404.2(A) which shall be substantially in the form attached hereto as Attachment 10.

F. (§206) **Agreement.**

The term "Agreement" shall mean this entire Disposition and Development Agreement, including all twelve (12) attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

G. (§207) **City.**

The term "City" shall mean the City of Carson, California.

H. (§208) **Closing.**

The term "Closing" or "Closing Date" shall mean the closing of the Escrow by the Escrow Agent distributing the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

I. (§209) **Completion.**

The term "Completion" means the date of issuance of the Certificate of Completion.

J. (§210) **Days.**

The term "Days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

K. (§211) **Deed.**

The term "Deed" or "Grant Deed" shall mean that Grant Deed in substantially the form attached hereto as Attachment No. 7 by which Agency as Grantor will convey fee title to the Site to Developer as Grantee.

L. (§212) **Development Fees.**

The term "Development Fees" shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and other related charges.

M. (§213) **Developer Fee.** The term "Developer Fee" means the fee paid to an affiliate of Related for development services with respect to the development of the Project, in an amount equal to $2,000,000, the payment of which shall be due at Completion of the Project; some or all of which may be deferred and, if deferred, payable to Developer as a priority from the Residual Cash Flow (see definition of Residual Cash Flow).

N. (§214) **Effective Date.**

The "Effective Date" of this Agreement shall be the date written above, which shall be the date on which the Agency approved this Agreement after conducting a public hearing.

O. (§215) **Enforced Delay.**

The term "Enforced Delay" shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

P. (§216) **Environmental Review.**

The term "Environmental Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("CEQA"), Public Resources Code §21000, et seq., or of the Project's impacts on any species of plant or animal listed as a species of concern, a threatened species, or an endangered species as may be required by the California Endangered Species Act ("CESA"), Fish and Game Code §2050, et seq., and/or the U.S. Endangered Species Act ("USESA"), 16 U.S.C. §1531, et seq., or other applicable California or federal law or regulation. On June 8, 2010, the City's Planning Commission adopted a Notice of Exemption for the Project, which satisfies the requirements of CEQA.

Q. (§217) **Escrow.**

The term "Escrow" shall mean the escrow established pursuant to this Agreement for the conveyance of title to the Site from Agency to Developer.

R. (§218) **Escrow Agent.**

The term "Escrow Agent" shall mean Fidelity National Title, located at 1300 Dove Street, Suite 310, Newport Beach, California 92660 and empowered hereunder to act as the Escrow Agent for this transaction. The Escrow Agent contact shall be _____.

S. (§219) **Gross Income.**

The term "Gross Income" shall mean: (i) all rents and payments received by the Developer from tenants and occupants for the use and occupancy of the Site and the Project, (ii) laundry income, (iii) income from concessionaires and licensees, and (iv) rent subsidies, if any, received by the Developer, but "Gross Income" shall not include any security deposits (unless and until such deposits have been forfeited by the tenants and are payable to the Developer), insurance or condemnation proceeds, industry level operating reserves or deposits (not to exceed six (6) months of operating expenses plus debt expenses), capital contributions made to the Developer by the partners thereof, proceeds from the construction financing or the Agency Financial Assistance or other financing provided to the Developer, including financing provided by any partner of Developer, or proceeds from the sale or refinancing of the Site and/or Project.

T. (§220) **Holder.**

The term "Holder" shall mean the holder, including its successors, grantees, or assigns of record of any mortgage, deed of trust, or other security interest affecting the Site.

U. (§221) **Low Income Household.**

The term "Low Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Sections 50079.5 and 50093, or any successor statute.

V. (§222) **Low/Mod Funds.** The term "Low/Mod Funds" shall mean and be limited to that portion of the Agency's general property tax increment allocation set aside pursuant to Health and Safety Code Section 33334.2 for the purposes of increasing, providing and preserving the community's supply of low and moderate income housing available at an affordable housing cost to persons and families of low or moderate income.

W. (§223) **Manager's Unit**

The term "Manager's Unit" shall mean the one (1) Residential Unit within the Project that shall be designated by Developer as a residence for a "Qualified Manager." The Manager's Unit shall not be an income restricted Residential Unit.

X. (§224) **Moderate Income Household.**

The term "Moderate Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Section 50093, or any successor statute.

Y. (§225) **Operating Expenses.**

The Term "Operating Expenses" shall mean the aggregate of the following: (i) the cost of utilities supplied to and used for the Project and payable by the Developer; (ii) the cost of all insurance required for the Project in this Agreement, Developer's partnership agreement, the Senior Financing documents, or any ancillary documents concerning the operation of the Project; (iii) real property taxes, if any, and assessment payments; (iv) expenses and costs of social programs and compliance/monitoring reporting for the Project; (v) the deposits for the replacement reserves or operating reserves for the Project, in the amount provided by the Senior Financing or required by Developer's partnership agreement or any junior lender, if a greater requirement; (vi) on-site administrative costs (including payroll and payroll taxes and expenses, employee benefits); (vii) operating, maintenance and repair expenses and services, and necessary capital expenditures for the upkeep and repair of the Project and any expenditures required based upon a physical needs assessment by the Qualified Tax Credit Investor or Senior Financing lender (including materials and labor) including charges for public services such as sewer charges, license and permit fees, goods, commodities, materials, equipment, furniture, furnishings, installation of appliances, fixtures, painting, cleaning, pest control, gardening, rubbish removal, security services, advertising and promotion, leasing commissions, accounting, and legal expenses attributable to the Site or the Project which are directly attributable and customarily incurred in the operation of real estate projects similar to the Project; (viii) fees, costs or expenses of refinancing any loan; (ix) any post closing legal fees or other expenses, fees, costs incurred by the Developer in connection with obtaining this Agreement or the Agency Financial Assistance to the extent not already included hereunder; (x) all scheduled, or otherwise due, payments of principal and/or interest on the Senior Financing, together with all financing fees and related charges payable by the Developer under the terms of the Senior Financing, including without limitation, issuer fees, trustee fees, remarketing fees, and rebate analyst fees, interest rate cap deposits and credit enhancer charges; (xi) all other fees and expenses which may be provided in Developer's annual budget prepared in accordance with the Senior Financing; and (xii) repayments of loans to a partner or affiliate of a partner of the Developer in accordance with the Partnership Agreement for operating deficits or similar operating shortfalls; and (xiii) repayments of any amounts owing to a partner or an affiliate of a partner of the Developer in accordance with the Partnership Agreement due to an adjustment in the tax credit equity caused by an adjustment to tax credits available to the Project. "Operating Expenses" shall not include the following: (a) repairs or replacements paid out of insurance proceeds received by the Developer; (b) book depreciation of buildings or other similar non-cash items of expense; (c) principal payments on all junior financing; (d) any deferred Developer Fee; and (e) any asset management or limited or general partner fees. To the extent that the Site or Project, or any part thereof, shall be leased by the Developer and the lessee or occupant pays any items described as Operating Expenses, then such items that are paid by such occupant shall not be Operating Expenses.

Z. (§226) **Project.**

The term "Project" shall mean all of the improvements required to be constructed by Developer on the Site and each parcel thereof pursuant to this Agreement, including, but not limited to, the construction of buildings, glass and concrete work, landscaping, construction of parking areas, and related improvements. The overall Project is more particularly described in

the Scope of Development attached hereto as Attachment No. 4. Upon completion, the Project will consist of a four (4) story structure with parking facilities at street level. The Project shall include the construction of sixty-five (65) units, sixty-four (64) of which shall be restricted for use by very low-income households, low income households and households with income in an amount not to exceed the limits specified for moderate income households as further described below. The Residential Units will consist of approximately twelve (12) one-bedroom units of approximately six hundred five (605) square feet and thirty-three (33) two-bedroom units of approximately one thousand fifty (1,050) square feet and twenty (20) three-bedroom units of approximately one thousand one hundred fifty square feet.

Rental of the Residential Units shall be administered as follows: seven (7) of the units shall be restricted to rent to Very Low Income Households and twenty-five (25) of the units shall be restricted to Low Income Households. Thirty-three (33) of the units shall be restricted to rent to households with an income not to exceed the limits specified for Moderate Income Households.

AA. (§227) Purchase Price.

The term "Purchase Price" shall mean the fair market value of the Site, which is based on an appraisal conducted in May 2010, which shall be in the amount of One Million Nine Hundred Six Thousand Five Hundred Dollars ($1,906,500.00).

BB. (§228) Qualified Manager.

The term "Qualified Manager" shall mean the resident manager of the Project who is selected and retained by Developer pursuant to the Regulatory Agreement. The Qualified Manager shall reside in the "Manager's Unit" within the Project as designated by Developer. The Manager's Unit shall be restricted to occupancy by the Qualified Manager and his/her household, and shall not be subject to an income restriction.

CC. (§229) Qualified Tax Credit Investor.

The term "Qualified Tax Credit Investor" shall mean a person or entity, or affiliate of such person or entity who (i) is an experienced limited partner and investor in multifamily housing developments receiving low income housing tax credits allocated by the State of California or the United States federal government ("Tax Credits"), and (ii) has obtained or is contractually obligated to obtain a limited partnership or limited liability company membership interest in the Developer whereby it will receive ninety percent (90%) or more of the Tax Credits obtained in connection with the Project. Agency shall have the right to reasonable prior approval, which shall not be unreasonably withheld, conditioned or delayed, of (i) the managing general partner, and (ii) the limited partner. Approved Qualified Tax Credit Investors shall include any entity which has Developer as a general partner, managing member or controlling shareholder.

DD. (§230) Qualified Tenant.

The term "Qualified Tenant" shall mean those households seeking to rent a Residential Unit who (1) has been selected in accordance with the tenant selection criteria set forth in the

Agency Regulatory Agreement, and (2) upon execution of a lease with Developer, qualifies as a Very Low or Low Income Household or has an income not to exceed the levels for a Moderate Income Household, as appropriate for the Unit being leased.

EE. (§231) Redevelopment Plan.

The term "Redevelopment Plan" shall mean the Redevelopment Plan for Redevelopment Project Area 1C in the City of Carson, as adopted by Ordinance No. ___ of the City Council on _____, and as such Redevelopment Plan has been amended from time to time. Agency hereby warrants and represents that the Redevelopment Plan was validly adopted and is in full force and effect, that the applicable limitations period for challenging the validity of the Redevelopment Plan has expired and that the proposed Project is in accordance with and permissible under the Redevelopment Plan. A copy of the Redevelopment Plan is on file in the office of the City Clerk of the City, located at 701 East Carson Street, Carson, California 90745. The Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein.

FF. (§232) Redevelopment Project Area.

The term "Redevelopment Project Area" shall mean Redevelopment Project Area 1C which is located in the City of Carson, California. The exact boundaries of the Redevelopment Project Area are specifically described in the Redevelopment Plan.

GG. (§233) Regulatory Agreement.

The term "Regulatory Agreement" shall mean that Regulatory Agreement attached hereto as Attachment No. 8, running with the land and providing for the proper maintenance of common facilities and improvements and the management and use of the Project, which also sets forth the limitations on occupancy, residency and use of the Residential Units.

HH. (§234) Related.

The term "Related" means Related Companies of California, LLC, a California limited liability company.

II. (§235) Related Agreements.

The term "Related Agreements" means the Regulatory Agreement, the Agency Note, the Notice of Affordability Restrictions, the Agency Deed of Trust and the Agency Grant Deed.

JJ. (§236) Release of Construction Covenants.

The term "Release of Construction Covenants" shall mean that document prepared in accordance with Section 513 of this Agreement, in the form attached as Attachment No. 6, which shall evidence that the construction and development of the improvements required by this Agreement have been satisfactorily completed.

KK. (§237) Residential Unit.

The term "Residential Units" shall mean and refer collectively to each and every Residential Unit located on the Site, including the Manager's Unit.

LL. (§238) Residual Cash Flow.

The term "Residual Cash Flow" shall mean for any fiscal year the amount of Gross Income for such fiscal year less the Operating Expenses and less any partnership management fees for any such fiscal year and less any deferred developer's fee. Partnership management fees shall exclude any payment of any item which is deducted separately as an Operating Expense and shall be limited as follows: (a) the limited partner fee shall be capped at $5,000 per year for the 15 year TCAC compliance period (with CPI escalations up to 3% per year) and (b) any general partner fee shall be limited to $10,000 per year (with CPI escalations up to 3% per year) during the 55 year affordability period).

MM. (§239) Senior Financing.

Shall mean the loan(s) taken by Developer to fund the construction of the Project during the construction phase and the permanent loan(s) which shall replace the construction phase loans after the completion and stabilization of the Project, which the Agency Loan (including the Agency Deed of Trust and the Regulatory Agreement) shall be subordinate to, as evidenced by such subordination agreements as may be required by the lender(s) for the Senior Financing.

NN. (§240) Schedule of Performance.

The term "Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as Attachment No. 3.

OO. (§241) Site.

The term "Site" shall mean the parcel of real property that is owned by the Agency, which totals approximately 1.75 acres of real property and which shall be transferred to Developer pursuant to this Agreement upon which Developer shall construct the Project. The Site is legally described on Attachment No. 2.

PP. (§242) Site Map.

The Project shall be located upon the Site, which is within the City, as shown in the "Site Map" attached hereto as Attachment No. 1.

QQ. (§243) Title.

The term "Title" shall mean the fee title to the Site which shall be conveyed to Developer pursuant to the Deed.

RR. (§244) Title Company.

The term "Title Company" shall mean Fidelity National Title, located at 1300 Dove Street, Suite 310, Newport Beach, CA 92660, and empowered hereunder to act as the Title Company for this transaction. The title officer shall be _____.

SS. (§245) Very Low Income Household.

The term "Very Low Income Household" shall mean a household entitled to receive affordable rent, including a reasonable utility allowance, which, when adjusted for applicable household size, is computed in accordance with the Community Redevelopment Law and the regulations promulgated pursuant thereto or incorporated therein, including, without limitation, all regulations promulgated pursuant to Health and Safety Code Sections 50093 and 50105, or any successor statutes.

III. (§300) PARTIES TO THE AGREEMENT

A. (§301) Agency.

Agency is a public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000, *et seq.*). The office of Agency is located at 701 East Carson Street, Carson, California 90745. The term "Agency," as used in this Agreement, includes the Carson Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities. The Agency shall maintain authority over this Agreement and the authority to implement this Agreement through the Executive Director (or his or her duly authorized representative). The Executive Director shall have the authority to issue interpretations, waivers and/or enter into certain amendments to this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the cost incurred or to be incurred by the Agency as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform as specified in any adopted Schedule of Performance, subordination agreements or estoppels to evidence that the Agency Loan is subordinate to the Senior Financing, and other documents as reasonably requested by the Qualified Tax Credit Investor or the Senior Financing lender in order to effect a closing of the financing of the Project. Any other material or substantive waivers of or amendments to this Agreement shall require the consideration, action and written consent of the board of the Agency.

B. (§302) Developer.

1. **Identification.** Developer is East Carson Housing Partners, L.P., a California limited partnership. The general partner of the Developer is Related/East Carson Development Co., LLC, a California limited liability company ("REC") and an affiliate of Related. The Developer has been formed as a California limited partnership in which a Qualified Tax Credit Investor will be allocated Tax Credits in consideration of a capital contribution that will be used by developer to fund a portion of the cost of acquiring and developing the Site and operating the Project. A non-profit public benefit corporation exempt Section 501(c)(3) of the Internal Revenue Code will be the managing general partner of the developer ("Managing

General Partner"). The principal office of Developer for the purposes of this Agreement is located at 18201 Von Karman Avenue, Suite 900, Irvine, CA 92612. Developer warrants and represents to Agency that Developer will be qualified to do business in good standing under the laws of the State of California and has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

2. **Successors and Assigns.** Except as may be expressly provided hereinbelow, all of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of Developer and the permitted successors, assigns and nominees of Developer as to each portion of the Site. Wherever the term "Developer" is used herein, such term shall include any permitted successors and assigns of Developer as herein provided.

3. **Qualifications.** The qualifications and identity of Developer are of particular concern to the Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. The Agency has considered the experience, financial capability, and product being marketed by Developer, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a Project. Based upon these considerations, the Agency has imposed those restrictions on transfer set forth in this Agreement.

C. **(§303) Restrictions on Transfer.**

1. **Transfer Defined.** As used in this section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also 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 Developer in the aggregate, taking all Transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Transferor's immediate family. In the event Developer or its successor is a corporation or trust, such Transfer shall refer to the Transfer of the issued and outstanding capital stock of Developer, or of beneficial interests of such trust. In the event that Developer is a limited or general partnership, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the limited or general partnership interest. In the event that Developer is a joint venture, such Transfer shall refer to the Transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all Transfers into account on a cumulative basis.

2. **Restrictions Prior to Completion.** Any Transfer of the Developer's interest in the Site or the Project, in whole or in part, and any Transfer of the Developer's interest in all or any part of this Agreement or the Related Agreements, shall be subject to the approval of the Agency, which shall be given or withheld within thirty (30) days of the Developer's written request therefor. The Agency's approval shall not be unreasonably withheld or delayed, and the Agency shall consent to any such Transfer by the Developer, without any adjustment to the financial terms and conditions of this Agreement or the Related Agreements, if prior to such Transfer, each of the following requirements is satisfied: (1) the Developer submits or causes to

be submitted to the Agency all information reasonably requested for the Agency to make its determination required hereunder; (2) there is no event of default continuing under this Agreement or the Related Agreements; (3) the transferee satisfies the qualification standards with respect to creditworthiness, reputation and experience customarily applied by Fannie Mae or Freddie Mac, as applicable, to the approval of borrowers in connection with the transfer of similar loans on multifamily properties; (4) the transferee executes an assumption agreement that is acceptable to the Agency and that, among other things, requires the transferee to perform all obligations of the Developer set forth in this Agreement and the Related Agreements; and (5) the Developer pays, or causes the proposed transferee to pay, the amount of the Agency's out-of-pocket costs (including reasonable attorneys' fees) incurred in reviewing the Transfer request.

In the absence of specific written agreement by Agency, prior to the issuance of a Release of Construction Covenants, no Transfer by Developer of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring Agency approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement, in a form approved by the Agency, assuming such obligations.

3. **Exceptions.** The foregoing prohibition shall not apply to any of the following:

A. Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 512, but Developer shall notify Agency in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

B. Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (A) above, provided that the amount of indebtedness incurred in the restructuring or refinancing is at a debt service coverage ratio of not less than 1.15.

C. The granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

D. A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

E. A sale or Transfer of 49% or more of an ownership or controlling interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor

or Transfers to a corporation or partnership in which the immediate family members or shareholders of the Transferor have a controlling majority interest of 51% or more.

F. A sale or Transfer of an interest in Developer to a Qualified Tax Credit Investor.

G. The (A) sale, transfer, conveyance or pledge of limited partnership interests in the Developer, (B) sale, transfer, conveyance or pledge of any partnership interest or membership interests in the limited partners of the Developer, or (C) the appointment by the partners of the Developer of an additional or substitute co-general partner in accordance with the partnership agreement of the Developer; provided the Developer delivers prior written notice thereof to the Agency that any additional or substitute general partner of the Developer is a single purpose entity to which the Agency has given its written consent, which consent shall not be unreasonably withheld.

H. The transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner, or (C) of an interest in an existing general partner so long as such transfer, together with any prior transfer of an interest or interests in an existing general partner, do not result in more than forty-nine percent (49%) of the interest in an existing general partner having been transferred since the date hereof.

I. Transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of the Tax Credit limited partner.

J. Transfers of an interest in a parent of a partner, provided, however, transfers of an interest in a parent of a partner performing the primary management functions on behalf of the Developer which results in Related owning less than a controlling interest in such parent of such partner shall be subject to the written consent of the Agency, which consent shall not be unreasonably withheld; or

K. The lease of Residential Units to qualified tenants.

L. Assignments for financing purposes as required in order to effect the Senior Financing.

M. Transfer of the Project or partnership interests in the Developer's limited partnership to a general partner of Developer at the end of the fifteen year Tax Credit initial compliance period.

N. Admission of the Qualified Tax Credit Investor to the Developer or the transfer of the Qualified Tax Credit Investor's interest in Developer to another party, or the redemption of the Qualified Tax Credit Investor's interest in the Developer provided that, prior to any such Transfer, the Qualified Tax Credit Investor has paid in full its capital contribution to Developer as and to the extent required in the Developer's partnership agreement.

O. Transfer of the interest of REC in the Developer to another entity controlled by Related.

4. **Restrictions After Completion.** It is hereby acknowledged by Developer and Agency that significant Agency Financial Assistance is being provided for the Project. Therefore, subsequent to the issuance of the Certificate of Completion, except as otherwise permitted under the § 303, subsection 3, Developer may not sell, Transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any Transfer restrictions contained within the Deed or the Regulatory Agreement, as applicable.

IV. (§400) ACQUISITION AND DISPOSITION OF THE SITE

A. (§401) Financing Milestones.

The parties acknowledge that Developer intends to finance the acquisition, development, construction, and equipping costs for the Project with funds from a variety of sources, including those funding sources identified on the Project Budget attached to this Agreement as Attachment 5. Developer shall diligently apply for and pursue each funding source identified in the Project Budget at the earliest feasible opportunity, taking into account rules, requirements and scoring criteria applicable to each funding source. Not counting the Agency Financial Assistance to be provided pursuant to this Agreement, Developer shall demonstrate, to Agency's reasonable satisfaction by the dates set forth in the Schedule of Performance, that Developer has secured a bona fide award of Low Income Housing Tax Credits ("LIHTC") in an amount sufficient to provide for development of the Project in accordance with the Project Budget.

Developer shall submit up to four consecutive applications to the California Tax Credit Allocation Committee ("TCAC") for LIHTC as specified in the Schedule of Performance. In the event that the Developer applies for and does not receive an allocation of LIHTC after four allocation rounds, Developer and the Agency shall meet and confer to determine whether Developer shall make another application if all parties agree that such application would be competitive under the then-applicable TCAC scoring criteria, provided that neither party shall have an obligation to continue this Agreement.

If the parties mutually agree that funding conditions suggest that an alternative financing structure would be more advantageous for the Project, the parties may agree to pursue that alternative financing structure and amend the Schedule of Performance and Project Budget accordingly, although nothing herein shall require either party to pursue such alternative financing structure.

All funding sources for the Project shall be subject to Agency's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

B. (§402) Employment of Local Residents.

A goal of the Agency with respect to this Project and other major projects within the city is to secure employment opportunities for Carson residents. To that end, Developer covenants that Developer shall make best faith efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction of the Project, including

minority owned business enterprises, to be listed with the Carson Career Center, 1 Civic Plaza, Suite 500, Carson, CA 90745, (310) 233-4888, or the South Bay Workforce Investment Board, 11539 Hawthorne Boulevard, Suite 500, Hawthorne, CA 90250, (310) 970-7700. Prior to the commencement of construction, and as soon as practicable, Developer and Prime Contractor shall contact the Carson Career Center to schedule a Pre-Construction Orientation Meeting to discuss requirements of the Local Hire Program, recordkeeping and monthly reporting requirements necessary for the evaluation of the project compliance with the Local Hire Program. In addition, the Prime Contractor shall: (1) establish a point of contact to provide information about available job opportunities, (2) conduct outreach efforts to attract local subcontractors and tradesmen, and (3) coordinate Local Hire Workshops with the Carson Career Center to educate potential local subcontractors and tradesmen about construction employment opportunities. In addition, Developer shall include in each contract with any contractor and shall obligate the contractor to include in each subcontract with any subcontractor undertaking work on the Project, a provision obligating such contractor to make such efforts or to cause its subcontractors to make such efforts. Developer shall be deemed to have complied with its obligations set forth in this Section 4.2 if its construction contract(s) with contractors contains language substantially as follows (or as may otherwise be approved by Agency's Counsel in writing): "[Name of contractor] shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction/installation of [describe the applicable work of improvements], including minority owned business enterprises, to be listed with the Carson Career Center, or the South Bay Workforce Investment Board. The Agency is an express third party beneficiary of the foregoing obligations of [name of contractor] and shall have the authority to enforce the same (provided that no such exercise by the Agency of its rights or remedies provided for herein impairs or jeopardizes the rights of [name of Developer]." The provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Agency. In addition, and notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall Developer be deemed to be in Default of its obligations set forth in this Agreement if it performs its obligations set forth in this Section 4.2 but a contractor of Developer commits a default under the applicable provisions of its construction contract.

C. (§403) Disposition of the Site.

At the time set forth in the Schedule of Performance, Agency shall convey the Site to Developer, upon the terms and conditions hereinafter set forth.

1. **Purpose of Sale.** Developer agrees to develop the Site with sixty-four (64) income restricted rental Residential Units which as well as one (1) Residential Unit for a Qualified Manager as described in the Scope of Development.

D. (§404) Agency Assistance.

1. **Method of Assistance.** Subject to and conditioned upon Developer's satisfaction and continued compliance with the provisions of this Agreement, the Agency agrees to provide Developer with assistance for development of the Project as follows:

A. Agency Financial Assistance. The total estimated cost of the Project is approximately $21,310,000.00, as further described in the Project Budget. This estimated cost includes the Site acquisition costs and the hard and soft costs of constructing the Project. The Agency agrees to loan its Low/Mod Funds ("Agency Loan") in an amount equal to Six Million Eight Hundred Eighty-Eight Thousand Dollars ($6,888,000.00) as it is assumed that a 93% tie-breaker will be required, to fund the actual costs for the development, construction and operation of the Project. Hence, as the "Agency Financial Assistance" includes the Agency Loan plus the Purchase Price, the total Agency Financial Assistance shall be in the amount of Eight Million Seven Hundred Ninety-Four Thousand Five Hundred Five Hundred Dollars ($8,794,500.00). Developer shall use all Agency Financial Assistance for approved Project costs and Developer shall certify such use to Agency.

As further described in Section 404.3(A), the Agency Loan will be disbursed in accordance with the Project Budget and may take the form of cash disbursements, reimbursements, or such other form as deemed necessary by the parties to carry out the Project. The Agency Financial Assistance is based on the attached Project Budget which assumes a 9% tax credit application in the second round for 2010.

Developer shall not be in default of the Agency Note and need not seek approval of Agency in refinancing any outstanding loan or note secured by the Site if all net proceeds from such refinance are applied against the unpaid balance of the Senior Financing and the Agency Note and the debt service arising from such refinance does not reduce the Residual Cash Flow.

Developer acknowledges that the Agency Loan and all Low-Mod Funds expenditures are subject to all terms and conditions of the Agency, this Agreement, and any other local, state or federal agency with jurisdiction over the source of these funds and that the Project will be developed, constructed, and operated in accordance with the City's standards and regulations and this Agreement. It is expressly understood and agreed by the parties that this section does not limit the amount of costs that may be charged or imposed by the City for the Project or the Project approvals.

Developer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, et seq., of the California Labor Code for all or any of the assistance provided hereunder, then Developer shall indemnify, defend, and hold the Agency harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The Agency makes no representation that any construction completed by Developer that is part of this Agreement is or is not subject to Prevailing Wage Law.

B. Affordability Covenant. In exchange for the Agency Financial Assistance, Developer shall, for a continuous fifty-five (55) year period from the date of issuance of a Certificate of Occupancy for the Project, operate and maintain the Project in compliance with the terms of this Agreement and the Regulatory Agreement, including, but not limited to,

providing affordable housing within the City. The Regulatory Agreement will be recorded concurrent with the Close of Escrow.

2. **Security for Assistance.** Developer shall make and give to the Agency the following types of security for the Agency Financial Assistance being provided by the Agency under this Agreement:

A. Agency Note. Developer's obligation to repay the Agency Financial Assistance shall be evidenced by a promissory note ("Agency Note") having a form and content the same in all material respects to the Agency Note attached hereto and incorporated herein as Attachment 9. The Agency Note shall provide:

(i) That the Agency Note shall be a residual receipts loan and ~~shall be in the amount~~ of Eight Million Seven Hundred Ninety-Four Thousand Five Hundred Dollars ($8,794,500.00). Repayment of the Agency Note, including all principal and accrued ~~interest, shall be made in annual~~ payments from fifty percent (50%) of Residual Cash Flow, to the extent Residual Cash Flow is available, commencing in the first year after issuance of the Certificate of Occupancy ~~for the Project~~, and any unpaid amounts shall accrue simple interest at a rate of one-half of one percent (0.5 %) per annum. The unpaid balance of the Agency Note, plus accrued interest, ~~if not paid in full within~~ the fifty-five (55) year term, is due and payable in full at the end of the fifty-five (55) year term.

(ii) That any Default of this Agreement or the Agency Regulatory Agreement by Developer which remains uncured after the period provided for cure under the Agreement shall be a breach of the Agency Note, in which event the entire outstanding principal balance of the Agency Note, plus accrued interest, shall become due and payable by Developer on demand by the Agency.

(iii) That the Agency Note shall be secured by a Deed of Trust and Assignment of Rents having a form and content the same in all material respects to the Deed of Trust attached hereto and incorporated herein by reference as Attachment 10 ("Agency Deed of Trust").

(iv) The Agency Note shall be nonrecourse to the Developer.

B. Agency Deed of Trust. Developer's reimbursement obligation as set forth in this Agreement and its obligations under the Agency Note shall be secured by the Agency Deed of Trust having a form and content the same in all material respects to the document attached hereto and incorporated herein by reference as Attachment 10. The rights established in this Section and under the Agency Deed is not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Agency will have provided public funds to assist the development of a private project as permitted under the Community Redevelopment Law.

C. Guaranty. Developer shall also guaranty the completion of the development of the Project by executing a Guaranty substantially in the form of the Guaranty attached hereto and incorporated herein as Attachment 11.

3. **Agency Funds**. All distributions and use of funds made by the Agency under this Agreement shall be subject to the following:

A. Disbursement of Funds. The Agency Loan shall be disbursed by Agency to Developer pursuant to the requirements of the Low-Mod Funds Program as set out in all relevant documents, including any amendments thereto, and as follows: (i) Developer may request a draw down on amounts necessary to pay Agency–approved predevelopment costs, which draw, if requested, shall be funded concurrently with the Close of Escrow, provided that Developer has submitted all required documentation to the Agency in connection with such draw (as further described in Subsection a below); and (ii) after construction has commenced, disbursements, less ten percent (10%) of the Agency Loan which shall not be disbursed until Completion, shall be tendered no more than every thirty (30) days, in arrears.

(a) Predevelopment; Construction Costs. Agency agrees to provide the Agency Loan to Developer, in part, to reimburse the Developer for certain predevelopment and construction costs of the Project such that the draw down on the Agency Note shall be in phases. The predevelopment draws shall reimburse Developer for costs associated with relocation, architect and engineering costs, city fees and financing costs if and as indicated on the Developer's proforma for the Project.

(b) Applications for Disbursement. On or about the 30th day of each month after the Close of Escrow, and after the close of all construction financing for the construction costs and continuing until all of the Agency Loan has been disbursed, the Developer shall submit to the Agency an "Application for Disbursement" which shall include:

(i) A written, itemized statement, signed by a representative of the Developer which sets forth: (i) a description of the work performed, material supplied, and/or costs incurred or due for which disbursement is requested; and (ii) the total amount incurred, expended and/or due for the requested disbursement. If requested by Agency, back up documentation shall be presented to substantiate the disbursement request. All moneys applied for and disbursed pursuant to this Section shall be applied only for the corresponding improvements and the statement(s) by the representative of the Developer shall so affirm, in a writing signed under penalty of perjury.

(ii) Mechanics lien waivers including: (i) a Conditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(1)) for itself and each contractor covered by such Request Payment, (ii) an Unconditional Waiver and Release Upon Progress Payment (California Civil Code Section 3262(d)(2)) for itself and each of its contractors covering the full amount of all previous payments made to Developer, and (iii) an Unconditional Waiver and Release Upon Final Payment (California Civil Code

Section 3262(d)(4)) for its contractors who have completed their work and for whom Developer has received full payment.

(iii) An Architect's certificate of substantial completion, prior to the final disbursements.

(iv) Certification that in completing construction pursuant to this Section, the Developer has complied with all applicable laws.

Each Application for Disbursement by the Developer shall constitute a representation and warranty by the Developer that all work encompassed by the Application has been accomplished in accordance with City standards for such work and sound construction practices, and that the Developer is in compliance with all of the provisions of this Agreement.

(c) Approval and Payment. Upon receipt of the Application for Disbursement the Agency shall review the same and shall approve the same subject to such exceptions as the Agency deems reasonably necessary and appropriate under the then current circumstances. Such approval may not unreasonably be withheld or delayed. The Agency shall pay, or cause to be paid, any approved disbursements within thirty (30) days following the Agency's receipt of the corresponding Application for Disbursement.

B. Development of the Project. Developer shall commence and diligently prosecute the Project to completion within the time provided and otherwise in strict compliance with this Agreement. Construction on the Project shall commence within ninety (90) days of permit issuance.

4. **Conditions Precedent to Disbursement of Agency Loan**. The Agency Loan proceeds shall not be disbursed prior to the satisfaction of the following conditions:

A. The Developer has submitted a financing plan for the Agency's approval that identifies all sources of funds with a Developer Fee that does not exceed Two Million Dollars ($2,000,000.00) and management fees and permits which do not exceed six percent (6%) of the effective gross income.

B. The Developer provides the Agency with a copy of the executed Guaranty.

C. The Developer has obtained commitments for all necessary construction and other funding required to construct and operate the Project.

D. The Developer has submitted to the Agency the documentation of the insurance and performance bonds required under this Agreement and the Related Agreements.

E. Escrow has closed and the Developer has executed and provided Agency with the appropriately executed Agency Note and Agency Deed of Trust.

F. The Developer has executed and provided Agency with the appropriately executed Agency Regulatory Agreement and the Notice of Affordability Restrictions on Transfer of Property.

5. **Limit on Assistance**. Except as is expressly provided for in this Agreement, the Agency shall have no obligation to provide Developer with additional assistance, to make any monetary or financial contribution toward the Project, to pay any development costs, or to carry-out or complete the Project.

E. (§405) General Indemnity

Except as to the negligence, active negligence or willful misconduct of Agency, Developer expressly agrees to and shall indemnify, defend, release, and hold Agency, its officers, officials, agents, servants, employees, attorneys and contractors harmless from and against, any claim, liability, loss, damage, entry, cost, or expense (including, but not limited to, attorneys' fees, expert fees, and court costs) which arises out of or is in any way connected with Developer's performance under this Agreement and/or Developer's possession and use of the Site. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the employees, agents, servants, or subcontractors of Developer or its tenants or the tenants' invitees. The parties expressly agree that any payment, attorneys' fees, costs or expense that the Agency incurs or makes to or on behalf of an injured employee under Agency's self administered workers' compensation is included as a loss, expense or cost for the purpose of this provision. Agency shall not be responsible for any acts, errors or omissions of any person or entity except Agency and its respective officers, agents, servants, employees or contractors. The parties expressly agree that the obligations of Developer under this Section shall survive the expiration or early termination of the Agreement.

Other than as authorized by the Guaranty, no deficiency judgment may be obtained against the Developer except for actual or constructive fraud, material intentional misrepresentation, intentional bad faith waste of or on the Project and such other matters as are referred to below. Consequently, no deficiency amount may be recovered from Developer under the provisions hereof, except as may be provided herein. Notwithstanding the generality of the foregoing, however, Developer shall, except as to the negligence, active negligence or willful misconduct of Agency, indemnify, defend, protect and hold the Agency harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys fees and expenses incurred by the holder thereof, arising as a result of any (i) fraud or material misrepresentation by the Developer under or in connection with this Agreement or the Related Agreements; (ii) bad faith waste of the real property encumbered by the Agency Deed of Trust; and (iii) losses resulting from the Developer's failure to maintain insurance as required under the provisions of the Agency Deed of Trust. The Developer's obligation to indemnify the Agency hereof as aforesaid shall be recourse obligations of the Developer, and in the event of any breach of such obligations, the Agency shall have the right to proceed directly against the Developer to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or

following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

F. (§406) **Assignments**

There shall be no sale, assignment or transfer of the Project or Site unless the Agency has given its prior written approval or the assignment is otherwise permitted under this Agreement. The Agency hereby agrees to approve the assignment of Developer's obligations under this Agreement to a limited partnership (the "Partnership") of which Developer is a general partner and an affiliate of _____. Developer, provided however, that the Agency's agreement to approve such transfer is contingent upon A) notice from Developer to the Agency prior to the transfer, and B) the partnership agreement for the Partnership includes a provision requiring that, in the event the Developer withdraws or is removed from the Partnership as a general partner, the Agency shall have the right to approve its replacement, which approval shall not be unreasonably withheld. The Agency's approval shall be evidenced by written correspondence from the Agency's Executive Director. The foregoing restrictions shall not apply to any of the following:

A. The conveyance or dedication of any part of the Site to the Agency or other appropriate governmental agency for street, utility, or other public purposes consistent with Agency Regulations.

B. A conveyance of a leasehold estate in one of the Residential Units in the Project in accordance with the provisions of this Agreement.

C. A conveyance resulting from eminent domain action or an acquisition under threat of an acquisition under threat of eminent domain.

D. The admission of an investor limited partner into Developer, and the exercise of all rights or remedies the investor limited partner may have in the partnership agreement of Developer, as it may be amended.

G. (§407) **Escrow.**

Escrow shall be opened within the time period specified in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of Agency and Developer for the Site, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. Agency and Developer shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modifications by both Developer and Agency.

H. (§408) **Conditions to Close of Escrow for Acquisition.**

1. **Developer's Conditions to Closing.** Developer's obligation to acquire the Site and to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Developer, be conditional and contingent upon the satisfaction, or waiver by

Developer, of each and all of the following conditions (collectively, "Developer's Conditions to Closing") within the time provided in the Schedule of Performance:

A. Developer shall have approved the environmental condition of the Site as set forth in Section 412.4 and Developer shall have approved of title as set forth in Section 410 and the title company shall have unconditionally committed to issue the Developer's title policy to Developer subject only to those title conditions approved by Developer as set forth in Section 410 and subject to the conditions and exceptions recited in the Deed, the Agency Deed of Trust, and the Agency Regulatory Agreement, which documents shall have been deposited into escrow in a recordable form.

B. Agency shall have deposited into escrow a certificate ("FIRPTA Certificate") in such form as may be required by the Internal Revenue service pursuant to Section 1445 of the Internal Revenue Code.

C. Developer shall have obtained evidence of financing commitments for the development of the Site in an amount sufficient to develop the Project on the terms and conditions contemplated by the Developer to develop the Project.

D. Developer shall have obtained a reservation of LIHTC from the California Tax Credit Allocation Committee in an amount contemplated by the Developer to develop the Project.

E. Agency shall have deposited into escrow the executed Grant Deed.

F. Developer shall have obtained from the City all required approvals and permits, including site plan review, conditional use, subdivision, building, grading, landscaping, and others for the development of the Site as the Project.

G. Agency shall have disbursed immediately available funds into Escrow in the amount of the initial draw under the Agency Loan for purposes of paying predevelopment expenses.

H. No litigation shall be threatened or pending which seeks to prevent the construction or operation of the Project, or any part thereof, according to the terms set forth in this Agreement.

I. At the Closing, the Agency shall not be in material Default in any of its obligations set forth in this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects, to the best of Agency's knowledge.

Any waiver of the foregoing conditions must be express and in writing. In the event that the foregoing conditions have not been satisfied within the time provided therefor in the Schedule of Performance, either party may terminate this Agreement by delivering a written notice in accordance with Section 411.

2. **Agency's Conditions to Closing.** Agency's obligation to sell the Site and to close escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Agency, be conditional and contingent upon the satisfaction, or waiver by Agency, of each and all of the following conditions (collectively, "Agency's Conditions to Closing") within the time provided in the Schedule of Performance:

A. Developer shall have obtained evidence of financing commitments for the acquisition and development of the Site and Agency shall have approved such commitments.

B. Developer shall have obtained a reservation of LIHTC from the California Credit Allocation Committee.

C. Developer shall have timely submitted to Agency plans and drawings for all improvements to be constructed on the Site, including for site plan review, conditional use, building, grading, landscaping and other plans and drawings, as provided in Section 502.

D. Developer shall not have made or attempted to make a Transfer in violation of Section 303, provided that Agency shall give notice of any violation of Section 303 and afford Developer the opportunity to cure the violation.

E. Developer shall have deposited into escrow the Guaranty, Agency Note, Agency Deed of Trust and Agency Regulatory Agreement in an executed and recordable format where applicable.

F. At the Closing, Developer shall not be in material Default in any of its obligations set forth in this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects, to the best of Developer's knowledge.

Any waiver of the foregoing conditions must be express and in writing. In the event that Developer fails to satisfy Agency's foregoing conditions or defaults in the performance of its obligations hereunder, Agency may terminate this Escrow.

3. **Both Parties' Conditions to Closing.** Prior to the Closing Date, Developer and Agency shall execute and deliver a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of closing, gross price, and taxpayer identification number for Developer and Agency. Prior to the Closing, Developer and Agency shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither party shall be in breach of its obligations hereunder.

I. **(§409) Conveyance of the Site.**

1. **Time for Conveyance.** Escrow shall close after satisfaction of all conditions to close of escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site, shall be delivered to Developer concurrently with the conveyance of title.

2. **Escrow Agent to Advise of Costs.** On or before the date set in the Schedule of Performance, the Escrow Agent shall advise the Agency and the Developer in writing of the fees, charges, and costs necessary to clear title and close escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

3. **Deposits By Agency Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Agency shall execute, acknowledge and deposit into escrow (i) the Grant Deed; (ii) an estoppel certificate certifying that Developer has completed all acts, other than as specified, necessary for conveyance, if such be the fact; and (iii) payment to Escrow Agent of Agency's share of costs as determined by the Escrow Agent.

4. **Deposits By Developer Prior to Closing.** On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Developer shall execute and acknowledge as may be required and deposit into escrow: (i) the Agency Regulatory Agreement and Notice of Affordability Restrictions; (ii) the Agency Note, Guaranty and Agency Deed of Trust; (iii) an estoppel certificate certifying that Agency has completed all acts, other than as specified, necessary to conveyance, if such be the fact; and (iv) payment to Escrow Agent of Developer's share of costs as determined by the Escrow Agent.

5. **Recordation and Disbursement of Funds.** Upon the completion by the Agency and Developer of the deliveries and actions specified in these escrow instructions precedent to Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Grant Deed, the Agency Regulatory Agreement, the Notice of Affordability Restrictions, the Agency Deed of Trust and any other appropriate instruments delivered through this escrow, if necessary or proper to, and provided that the fee title interest can, vest in Developer in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver the Title Policy to Developer insuring title and conforming to the requirements of Section 410. Following recordation, the Escrow Agent shall deliver copies of said instruments to Developer and Agency.

J. (§410) **Title Matters.**

1. **Condition of Title.** Agency shall convey to Developer fee interest in the entire Site, subject only to: (i) the Redevelopment Plan, this Agreement, conditions in the Grant Deed, the Agency Deed of Trust, the Guaranty, the Notice of Affordability Restrictions and the Agency Regulatory Agreement; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record approved by Developer, which approval shall not be unreasonably withheld; and (iv) covenants, conditions and restrictions, reciprocal

easements, and other encumbrances and title exceptions approved by Developer under this Section.

2. **Agency Not to Encumber Site.** Agency hereby warrants to Developer that it has not and will not, from the Effective Date of this Agreement through close of Escrow, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Developer.

3. **Approval of Title Exceptions.** Prior to the date in the Schedule of Performance, Agency shall deliver to Developer an ALTA survey of the Site and a preliminary title report or reports (collectively, the "Title Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report. The Developer shall have the right to reasonably approve or disapprove the Exceptions. The Developer shall have sixty (60) days from the date of its receipt of the Title Report to give written Notice to the Agency and Escrow Agent of the Developer's approval or disapproval of any of such Exceptions set forth in the Title Report, within its reasonable discretion. Developer's failure to provide Notice of its approval of the Title Report within such time limit shall be deemed disapproval of the Title Report. If the Developer delivers Notice to the Agency of its disapproval of any Exceptions in the Title Report, the Agency shall have the right, but not the obligation, to elect to remove any disapproved Exceptions within sixty (60) days after receiving written Notice of the Developer's disapproval or to deliver Notice to the Developer providing assurances satisfactory to the Developer within said time period that such Exception(s) will be removed on or before the Closing. If the Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, Agency shall provide Notice of such fact to Developer and Developer shall have thirty (30) days after receiving such Notice to either give the Agency written Notice that the Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Agency written Notice that the Developer elects to terminate this Agreement and the Developer's failure to give timely written Notice shall be deemed as an election to terminate this Agreement. Fee simple title subject only to the Exceptions to title approved by the Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by the Developer). The Agency shall not voluntarily create any new exceptions to title following the Date of Agreement.

4. **Title Policy.** At the close of escrow, Escrow Agent shall furnish Developer with an ALTA Policy of Title Insurance ("Title Policy") for the Developer's interest, wherein the Title Company shall insure that title to the Site shall be vested in Developer, containing no exception to such title which has not been approved or waived by Developer in accordance with this Section. The Title Policy shall include any available additional title insurance, extended coverage or endorsements that Developer has reasonably requested. The Agency shall pay only for that portion of the title insurance premium attributable to the standard coverage. Developer shall pay for the premium for any additional title insurance, extended coverage or special endorsements.

K. (§411) **Evidence of Financial Capability.**

Within the time set forth in the Schedule of Performance, Developer shall submit to Agency's Executive Director for approval evidence reasonably satisfactory to the Executive Director that Developer has the financial capability necessary for the development of the Project on the Site pursuant to this Agreement. Such evidence of financial capability shall include all of the following:

1. Reliable cost estimates for Developer's total cost of developing the Project (including both "hard" and "soft" costs).

2. A complete copy of the construction loan commitment obtained by Developer to finance the development of the Project, or such other documentation reasonably satisfactory to the Executive Director sufficient to demonstrate that Developer has adequate funds available and committed to finance the development of the Project.

3. An executed letter of intent with a Qualified Tax Credit Investor that demonstrates that Developer has adequate funds available and/or committed to cover the difference between the total development costs of the Project (subparagraph (1) above) and the proceeds of the construction loan commitment (subparagraph (2) above) and the Agency Loan.

4. A copy of the proposed contract between Developer and its general contractor for all of the improvements required to be constructed by Developer hereunder, certified by Developer to be a true and correct copy thereof.

Developer covenants and agrees to take all action, furnish all information, give all consents and pay all sums reasonably required to keep the construction loan commitment in full force and effect and shall comply in all material aspects with all conditions thereof, and shall promptly execute, acknowledge and deliver all applications, credit applications and data, financial statements, and documents in connection therewith.

L. (§412) **Condition of Site.**

1. **Disclaimer of Warranties.** Upon the Close of Escrow, Developer shall acquire the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, and geotechnical condition of the Site. Agency makes no representation or warranty concerning the physical, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and specifically disclaims all representations or warranties of any nature concerning the Site made by Agency or the City and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose for which the Site is suited, or drainage. Moreover, Agency makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

2. **Right to Enter Site, Indemnification.** Developer shall have the right to enter upon the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work or Site investigation or for any other purposes to carry out the terms of this

Agreement. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant (the "Environmental Consultant") and other consultants to make such investigations of the Site as the Developer deems necessary, including any soils, geotechnical and other testing of the Site. Developer shall indemnify, defend and hold Agency harmless from and against any claims, injuries or damages arising out of or involving any such entry or activity as provided in Section 505. Any such activity shall be undertaken only after securing any necessary permits from the appropriate governmental agencies and providing Agency with certificates of insurance evidencing the coverages required in Section 505. The Developer shall reasonably approve or disapprove of the physical and environmental condition of the Site as described in Section 412.4 below.

3. **Hazardous Materials.** Developer understands and agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but under no circumstances shall Developer look to Agency or City for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, except if such loss or liability is the result of Agency's or City's failure to disclose the existence of any known Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Agency, City, their directors, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Agency and City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against the Agency or City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:**

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

DEVELOPER'S INITIALS: _____ AGENCY'S INITIALS: _____

Developer and each of the entities constituting Developer, shall, from and after the Closing, defend, indemnify and hold harmless Agency, City and their officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Site, unless resulting from the Indemnified Parties' negligence or willful misconduct, but only to the extent first arising or occurring after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site occurring after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Developer further agrees that in the event Developer obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Developer shall use its diligent efforts to obtain for Agency and City the same releases, indemnities and other comparable provisions.

For purposes of this Section, the following terms shall have the following meanings:

a. "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

b. "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

c. "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

d. "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons,

including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

e. "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Developer's release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

4. **Due Diligence.** During the period commencing on the Effective Date and ending at 5:00 p.m. on the date which is ninety (90) days thereafter ("Due Diligence Period"), Developer may inspect the Site in order to determine whether to approve the physical condition of the Site as described in Section 412.2 above. Agency shall cooperate and provide such information in Agency's possession reasonably necessary for Developer to conduct its due diligence review during the Due Diligence Period. The Developer's failure to deliver written

Notice of its approval within such time limit shall be deemed disapproval of the physical and environmental condition of the Site. In the event Developer does not approve of the condition of the Site by written notice to Agency prior to the expiration of the Due Diligence Period, this Agreement shall terminate, and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

M. (§413) Costs of Escrow.

1. **Allocation of Costs.** The Escrow Agent is authorized to allocate costs as follows: Agency shall pay the cost of the Title Policy as provided above while Developer shall pay premiums for any additional insurance, extended coverage or special endorsements. Agency shall pay the documentary transfer tax as well as all recording fees. Developer and Agency shall each pay one-half of all escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges. Each party shall pay its own attorneys' fees.

2. **Proration and Adjustments.** Ad valorem taxes and assessments on the Site and insurance for the current year shall be prorated by the Escrow Agent as of the date of Closing with the Agency responsible for those levied, assessed or imposed prior to Closing and the Developer responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Developer and Agency shall, within thirty days thereafter, reprorate the taxes in cash between the parties.

3. **Extraordinary Services of Escrow Agent.** It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement or that there is any assignment of any interest in the subject matter of this Escrow or that any controversy arises hereunder, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. **Escrow Agent's Right to Retain Documents.** Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid. The undersigned hereby jointly and severally promise to pay such sums upon demand.

N. (§414) Termination of Escrow.

1. **Termination.** Escrow may be terminated by demand of either party who then shall have fully performed its obligations hereunder required to be performed by the date of such demand if:

A. The Conditions to Closing have not occurred or have not been approved, disapproved, or waived as the case may be, by the approving party by the date

established in the Schedule of Performance for the occurrence of such Condition, including any grace period pursuant to this Section; or

B. Either party is in breach of the terms and conditions of this Agreement; or

C. Either party has been granted such right expressly in this Agreement; or

D. Developer has not given timely written approval of the physical and environmental condition of the Site.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until fifteen (15) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the fifteen (15) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in subsection 2 of this Section. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Developer and Agency or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

2. **Opportunity to Cure.** Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party with the power to approve said Conditions ("approving party"), then such party shall explain in writing to the other party ("nonapproving party") the reason for the disapproval. Thereafter, the nonapproving party shall have an additional thirty (30) days to satisfy any such Condition to Closing (or in the event such Conditions cannot be satisfied in such additional thirty (30) then within a reasonable amount of time so long as the nonapproving party is diligently effecting satisfaction of said Conditions), and only if such Conditions still cannot be satisfied may the approving party terminate the Escrow. In the event Escrow is not in a condition to close because of a default by any party, and the performing party has made demand as stated in Subsection 1 of this Section, then upon the non-performing party's delivering its objection to Escrow Agent and the performing party within the above thirty (30) day period, the non-performing party shall have the right to cure the default in accordance with and in the time provided in Section 801.

3. **Other Duties upon Termination.** Upon termination of Escrow pursuant to this Section for any reason, the Parties shall have the following duties and obligations in addition to any others described above:

A. In the event such termination is due to the default of Agency, Developer shall be entitled to terminate this Agreement and Developer shall not be entitled to any damages of any kind, provided, however, Agency shall reimburse Developer for all reasonable predevelopment costs incurred by Developer or on Developer's behalf prior to such termination, but not yet reimbursed to Developer as of termination.

O. (§415) Responsibility of Escrow Agent.

1. **Deposit of Funds.** All funds received in Escrow shall be deposited by the Escrow Agent in a special interest-bearing escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

2. **Notices.** All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 901 of this Agreement for notices, demands and communications between Agency and Developer.

3. **Sufficiency of Documents.** The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and Agency's instructions for their use.

4. **Exculpation of Escrow Agent.** The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. **Responsibilities in the Event of Controversies.** If any controversy documented in writing arises between Developer and Agency or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Developer and Agency of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

V. (§500) DEVELOPMENT OF THE SITE.

A. (§501) Scope of Development.

The Site shall be developed by Developer as provided in the Scope of Development, the Regulatory Agreement, and the plans and permits approved by Agency and City pursuant to Section 502.

B. (§502) Development Plans, Final Building Plans and Environmental Review.

1. **Proposed Development's Consistency With Plan and Codes.** Agency warrants and represents that the City's General Plan, Zoning Ordinance, and Redevelopment Plan permit Developer's proposed development, and construction, operation, and use of the Site as provided in this Agreement including, without limitation, the Scope of Development, subject only to (i) approval of the Project pursuant to Health and Safety Code Sections 33433, (ii) those development approvals yet to be obtained, including proposed General Plan and Zoning

Ordinance amendments, Site Plan Review and subdivision approval (if required), and (iii) City's and Agency's review and approval of the Project in accordance with the California Environmental Quality Act; provided that it is expressly understood by the parties hereto that Agency makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City and Agency, Agency and City reserving full police power authority over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items, nor a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

2. **Evolution of Development Plan.** Concurrently with the approval of this Agreement, the Agency has approved the Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to the City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of Agency and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

3. **Developer Best Efforts to Obtain Approvals.** Developer shall exercise its best efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

4. **Agency Assistance.** Subject to Developer's compliance with (i) the applicable City and Agency development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, Agency agrees to provide reasonable assistance to Developer, at no cost to Agency, in the processing of Developer's submittals required under this Section. City or Agency's failure to provide necessary approvals or permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay.

5. **Disapproval.** The Agency shall approve or disapprove any submittal made by Developer pursuant to this Section within sixty (60) days after such submittal. All

submittals made by Developer will note the 60-day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in reasonable detail in writing the reason for the disapproval, and the changes which the Agency reasonably requests be made. Developer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days after the date of disapproval. Thereafter, Agency shall have an additional thirty (30) days for review of the resubmittal, but if the Agency disapproves the resubmittal, then the cycle shall repeat, until the Agency's approval has been obtained. The foregoing time periods may be shortened if so specified in the Schedule of Performance.

6. **Development Fees**. Notwithstanding any assistance to be provided by the Agency under this Agreement, Developer shall be solely responsible for payment of all Development Fees.

7. **Dedication of Rights-of-Way for Public Improvements**. Developer shall give and dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance, and repair of the Public Improvements. It is understood and agreed by Developer that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). Developer agrees that the making of such Dedications are part of the consideration provided by Developer for this Agreement, that Developer shall not seek, nor have a right to seek, any compensation from the Agency or City for such Dedications, and that Developer shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

8. **No Exemption from Taxes**. This Agreement shall not exempt, and shall not be interpreted as exempting, Developer, Holder, or any person claiming through either of them, from the payment of, or from being subject to the levy of: (i) ad valorem property taxes imposed on the Site under Article XIII A of the California Constitution; (ii) special taxes imposed on the Site; (iii) special assessments imposed on the Site; (iii) any taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code §7200, et seq.; or (iv) any other taxes, assessments, fees, exactions, or charges any portion of which are allocated to, or received by, the City or the Agency and which are imposed due to the ownership, use, or possession of the Site or interest therein or due to the construction or operation of the Project. This Agreement shall not exempt, and shall not be interpreted as exempting, Developer, Holder, or any person claiming through either of them, from inclusion in any maintenance district, assessment district, community facilities district, other special district, or other method of public financing as may be allowed under the laws of the State of California or of the United States. The Agency acknowledges that Developer intends to obtain a Property Tax Exemption. Nothing in this Agreement shall prohibit the Developer from obtaining a Property Tax Exemption and until such time as such exemption has been obtained, Developer shall pay all Property Taxes levied on the Site.

9. **Ownership of Plans**. All Development Plans, Construction Drawings, construction plans, architect's plans and other plans and drawings relating to the development of the Project shall be and remain the sole property of Developer, unless otherwise specified herein.

C. (§503) Developer Responsibilities During Construction.

The Developer shall be solely responsible for all actions necessary for the development of the Project and cause all construction of the Project to be performed in accordance with this Agreement, the Scope of Development and the Project Budget, as modified from time to time, as well as in accordance with all other applicable provisions of this Agreement and the Related Agreements and all applicable laws and regulations. The cost of constructing all of the improvements required to be constructed for the Project shall be borne by Developer. As all of the Agency Financial Assistance to Developer is being used exclusively for the low income housing portion of the Project, the parties do not believe that the Project would be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Notwithstanding the foregoing, to the extent that (contrary to the parties' intent) Developer is required to or is determined to be responsible to pay prevailing wages for the Project, Developer shall defend and hold the Agency and the City harmless from and against any all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that any portion of the Project is subject to payment of prevailing wages.

In addition, in developing the Site, Developer shall water the ground as reasonably required by Agency, and take such other actions as Agency shall reasonably require to minimize the impact of construction and airborne debris on nearby property.

D. (§504) Schedule of Performance; Progress Reports.

Subject to Section 903, Developer shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties.

Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay. Developer shall keep the Agency informed of the progress of construction and shall submit monthly written reports of the progress of the construction to the Agency in the form required by the Agency.

E. (§505) Indemnification During Construction.

During the periods of construction on the Site and until such time as the Agency has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, the Developer agrees to and shall indemnify and hold the Agency and the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any

errors or omissions of the Developer or its agents, servants, employees, or contractors. The Developer shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the Agency or the City, or their respective agents, servants, employees, or contractors. The Agency and City shall not be responsible for any acts, errors, or omissions of any person or entity except the Agency and the City and their respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination of this Agreement.

F. (§506) **Insurance.**

Except as provided in this Section, prior to the entry by Developer on the Site pursuant to Section 409.3 and prior to the commencement of any construction by Developer on the Project, Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of such entry or construction, the following policies of insurance:

1. **Developer's Casualty Insurance**. Developer shall, at its sole expense, obtain and/or cause to be maintained by any tenant on the Site, and shall keep in force on all buildings and improvements constructed as part of the Project until the expiration of this Agreement, and all time frames required hereunder, including all time frames contained within the Regulatory Agreements, a policy of standard "all risk" fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of one hundred percent (100%) of full replacement value against "all risks of physical loss" including without limitation a guaranteed replacement cost and code compliance coverage endorsement (excluding earthquake coverage, boiler and machinery insurance coverage, heating, air conditioning equipment, and other equipment of such nature), and insurance against loss or damage to personal property located on the Site by fire and other hazards covered by such insurance (without any deductible clause unless approved in writing by the Agency). In the event any tenant on the Site fails to maintain coverage to the extent of one hundred percent (100%) of full replacement value for the Site, then Developer shall maintain such additional or gap insurance to satisfy the requirements of this Section. All such insurance shall be payable to Agency. Such insurance policy and each portion thereof shall be in the broadest and most comprehensive form available in the market at the time such policy is issued or amended. Such policy shall, if required by the Agency, contain an agreed value clause sufficient (as determined by Agency) to eliminate any risk of Agency's coinsurance.

2. **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 Developer, Agency and the City 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 Developer in the course of carrying out the work or services contemplated in this Agreement.

3. **Automobile Insurance.** A policy of automobile liability insurance written on a per occurrence basis in an amount not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage covering owned, leased, hired, and non-owned vehicles.

4. **Builder's Risk Insurance.** A policy of "Builder's Risk" insurance covering the full replacement value of all of the improvements to be constructed by Developer pursuant to this Agreement plus Developer's personal property and equipment. Developer shall procure the builder's risk insurance policy prior to commencing construction.

All of the above policies of insurance, except the Builder's Risk Insurance, shall be primary insurance and shall name Agency, City, and their officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against Agency, City, and their officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to Agency and City. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Executive Director. No work or services under this Agreement shall commence until the Developer has provided Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Agency.

The policies of 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.

Developer shall provide in all contracts with contractors, subcontractors, architects, and engineers that said contractor, subcontractor, architect, or engineer shall maintain the same policies of insurance required to be maintained by Developer pursuant to this Section, unless waived or modified by the Risk Manager.

The Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Developer may be held responsible for the payment of damages to any persons or property resulting from the Developer's activities or the activities of any person or persons for which the Developer is otherwise responsible.

G. (§507) City and Other Governmental Agency Permits.

Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are Developer's responsibility under the applicable Scope of Development, Developer shall at his own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to construct if any permit is not issued despite good faith effort by Developer. If there is delay beyond the usual time for obtaining any such permits due to no fault of Developer, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. Developer shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City or Agency which are standard for and uniformly applied to similar projects in the City.

H. (§508) **Rights of Access.**

Representatives of the Agency shall have the reasonable right to access the Site without charges or fees, at any time during normal construction hours during the period of construction and upon reasonable notice to Developer, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer. Such representatives of Agency shall be those who are so identified in writing by the Executive Director of Agency. Each such representative of Agency shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. Agency shall indemnify, defend, and hold Developer harmless from any injury or property damage caused or liability arising out of Agency's exercise of this right of access.

I. (§509) **Applicable Laws.**

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

J. (§510) **Nondiscrimination During Construction.**

Developer, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

K. (§511) **Taxes, Assessments, Encumbrances and Liens.**

Developer shall pay, prior to delinquency, all real estate taxes and assessments assessed or levied subsequent to conveyance of title. Until the date Developer is entitled to the issuance by Agency of a Release of Construction Covenants, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

L. (§512) **Rights of Holders of Approved Security Interests in Site.**

1. **Definitions.** As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

2. **No Encumbrances Except Mortgages to Finance The Project.** Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing of the construction of the improvements are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for financing the acquisition of the Site, for the construction of improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. The Developer (or any entity permitted to acquire title under this Section) shall notify the Agency in advance of any mortgage, if the Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. The Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of the Agency, which shall not be unreasonably withheld, conditioned or delayed. Any lender approved by the Agency shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, the Developer shall promptly notify the Agency of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of the Developer or otherwise.

3. **Developer's Breach Not to Defeat Mortgage Lien.** Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

4. **Holder Not Obligated to Construct or Complete Improvements.** The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

5. **Notice of Default to Mortgages, Deed of Trust or other Security Interest Holders.** Whenever Agency shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to Agency therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

6. **Right to Cure.** Each holder (insofar as the rights of Agency are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

A. obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

B. add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to Agency by written agreement satisfactory to Agency with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to Agency, to a Release of Construction Covenants from Agency.

7. **Agency's Rights upon Failure of Holder to Complete Improvements.** In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, Agency may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

A. The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

B. All expenses incurred by the holder with respect to foreclosure, if any;

C. The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

D. The costs of any improvements made by such holder, if any; and

E. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Agency.

In the event that the holder does not exercise its option to construct afforded in this Section, and Agency elects not to purchase the mortgage of holder, upon written request by the holder to Agency, Agency agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by Agency), who shall assume the obligations of making or completing the improvements required to be constructed by Developer, or such other improvements in their stead as shall be satisfactory to Agency. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs a. through e. hereinabove, and any balance remaining thereafter shall be applied as follows:

(i) First, to reimburse Agency, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Agency, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(ii) Second, to reimburse Agency, on its own behalf and on behalf of the City, for all payments made by Agency to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees.

(ii) Third, to reimburse Agency, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by Agency, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section.

(iv) Fourth, any balance remaining thereafter shall be paid to Developer.

8. **Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default**. In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by Agency of a Release of Construction Covenants for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, Agency may cure the default prior to completion of any foreclosure. In such event, Agency shall be entitled to reimbursement from Developer or other entity of all costs and expenses incurred by Agency in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

A. Any mortgage for financing permitted by this Agreement; and

B. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon Agency any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

9. **Right of Agency to Satisfy Other Liens on the Site After Conveyance of Title.** After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the Agency shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

M. (§513) Release of Construction Covenants.

Upon the completion of all construction required to be completed by Developer on the Site, Agency shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto upon written request therefor by Developer. The Release of Construction Covenants shall be executed and notarized so as to permit it to be recorded in the office of the Recorder of Los Angeles County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

After the issuance of a Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the Regulatory Agreement attached hereto. After issuance of a Release of Construction Covenants, the Agency shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or the Regulatory Agreement.

Agency shall not unreasonably withhold a Release of Construction Covenants. If Agency refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, Agency shall provide a written statement of the reasons Agency refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Agency's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Agency will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Agency.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from the City before the Release of Construction Covenants is issued.

N. (§514) **Estoppels.**

No later than thirty (30) days after the request of Developer or any holder of a mortgage or deed of trust, Agency shall, from time to time and upon the request of such holder, execute and deliver to Developer or such holder a written statement of Agency that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of the Agency, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to Agency.

VI. (§600) USES AND MAINTENANCE OF THE SITE

A. (§601) Uses of the Site.

The Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof. Developer further covenants and agrees on behalf of itself and its successors and assigns to devote, use, operate and maintain the Site in accordance with this Agreement, the Deed of Trust, the Notice of Affordability Restrictions, the Agency Regulatory Agreement, the Guaranty and the other documents recorded against the Residential Units pursuant to the provisions of this Agreement.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Developer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining and operating a project meeting the requirements and restrictions of this Agreement, including, without limitations, restriction of the rental and occupancy of the Residential Units only to Qualified Tenants for a rent not in excess of an Affordable Rent for the period specified herein.

1. **Ceremonies**. To ensure proper protocol and recognition of the Agency Board members, Developer shall cooperate with Agency staff in the organization of any Project-

related groundbreakings, grand openings or any such inaugural events or ceremonies sponsored by Developer to celebrate the development which is the subject of this Agreement. Additionally, Developer shall allow Agency to place appropriate signage reflecting Agency's participation in the Project on Site. Said signage shall be placed on the Site upon approval of this Agreement and shall remain onsite until the commencement of the operation of the Project

B. (§602) Affordable Housing.

1. Construction of Affordable Housing. The Developer covenants and agrees to construct a maximum of sixty-five (65) Residential Units, including one (1) Manager's Unit, in conformity with the Scope of Development. All of the Residential Units, other than the Manager's Unit, shall be restricted to rental at an Affordable Rent as described herein. The location, size and specifications of the Residential Units shall be as set forth in the Scope of Development and as further designated by the Agency. All Residential Units, other than the Manager's Unit, shall be subject to and shall be leased in compliance with the tenant selection criteria described in the Agency Regulatory Agreement.

2. Residential Unit Requirements. All Residential Units constructed pursuant to this Agreement shall be occupied at all times only by the household of the Qualified Tenant who has rented that Residential Unit. Developer covenants to cooperate with Agency in taking all steps necessary to implement this requirement with respect to all Qualified Tenants. The restrictions upon rental and use of each Residential Unit shall continue for a period of fifty-five (55) years from the close of Escrow for the initial rental of the Residential Unit by the Developer to a Qualified Tenant.

3. Leasing of Residences by Developer.

A. Marketing Program. Prior to the deadline specified in the Schedule of Performance, Developer shall prepare and obtain Agency's approval (which shall not be unreasonably withheld) of a marketing and leasing program ("Approved Marketing Program") for the selection of tenants for the Residential Units at the Project. The Residential Units shall thereafter be marketed in accordance with the Approved Marketing Program as the same may be amended by Developer from time to time with Agency's prior written approval, which shall not be unreasonably withheld. Quarterly during the initial lease-up period, and annually thereafter, Developer shall provide Agency with a report with respect to Residential Units under lease, leases in default, the status of implementation of the Approved Marketing Program, and such other information as Agency may reasonably request. Agency agrees to exercise reasonable efforts to assist Developer in connection with implementation of the Approved Marketing Program; provided, Agency shall not be under any obligation to incur any out-of-pocket expenses in connection therewith.

B. Restricted Residences. As set forth above, each of the Residential Units shall be rented to a Qualified Tenant for a rental rate which does not exceed an Affordable Rent for the applicable Residential Unit.

C. Annual Tenancy Report. Developer shall provide Agency annually, by January 31, with a report on Project occupancy for each Residential Unit, including

information concerning the number of months during which each Residential Unit was occupied and the income category of each tenant household occupying a Residential Unit. The annual report and Developer's records related to each tenancy shall be subject to inspection and audit upon Agency's written request.

C. (§603) **Nondiscrimination in Employment.**

The Developer covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by Developer without regard to race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §200, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. §206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324b, et seq,. 42 U.S.C. §1981, the California Fair Employment and Housing Act, California Government Code §12900, et seq., the California Equal Pay Law, California Labor Code §1197.5, California Government Code §11135, the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

D. (§604) **Nondiscrimination and Nonsegregation.**

Developer covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that is shall abide by the following provisions:

1. **Obligation to Refrain from Discrimination**. Developer shall refrain from restricting the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code §12900, et seq.) as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified. They shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

2. **Nondiscrimination and Nonsegregation Clauses**. Any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof), shall be subject to, and shall expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

A. In Deeds. "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U. S. C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code §12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

B. In Leases. "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

C. In Contracts. "There shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument or any person claiming under or through it, violated the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), and the California Fair Employment and Housing Act (Cal. Gov. Code §12900, et seq.) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it."

E. (§605) Maintenance of Improvements.

Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after Agency's issuance of its Release of Construction Covenants the Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in reasonable condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. The Developer shall also maintain all landscaping required pursuant to Developer's approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Agency Regulatory Agreement. Developer's further obligations to maintain the Site, and Agency's remedies in the event of Developer's default in performing such obligations, are set forth in the Agency Regulatory Agreement. Developer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in said Agency Regulatory Agreements. Upon the sale of any portion of the Site, Developer (but not Developer's successor) shall be released from the requirements imposed by this Section, and the financial liability therefor, as to the portion of the Site conveyed.

F. (§606) Effect of Covenants.

Agency is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, whether appearing in the Agency Deed of Trust, the Guaranty, the notice of Affordability Restrictions or the Agency Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Agency shall run without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site, or in the Redevelopment Project Area, and shall be effective as both covenants and equitable servitudes against the Site. Agency shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Deed and the Regulatory Agreement.

G. (§607) Prohibition Against Change in Management and Control of Developer.

1. Until Completion, the qualifications and identity of Developer are of particular concern to the Agency. It is because of those qualifications and that identity that the Agency has entered into this Agreement with Developer. Accordingly, until Completion, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

2. Except where authorized by this Agreement, prior to Completion, Developer shall not assign all or any part of this Agreement without the prior written approval of the Agency, nor shall there be any material change in the management or control of Developer without the prior written approval of the Agency. Nothing in this Agreement shall prohibit Developer from admitting an investor limited partner into Developer, nor prohibit the investor limited partner from exercising any rights or remedies it may have in the partnership agreement of Developer, as it may be amended, and the Agency hereby consents to such actions.

3. If, in violation of this section, there is an assignment of this Agreement, or a material change in the management or control of Developer of which the Agency does not approve, the Agency may take such reasonable action as Agency may deem appropriate to ensure that the purposes of this Agreement will be carried out, including, without limiting the generality of the foregoing, terminating this Agreement and exercising any rights set forth in this Agreement.

VII. (§700) SPECIAL PROVISIONS

A. (§ 701) Compliance with LIHTC Requirements. If reasonable changes to this Agreement are required by the entities providing LIHTC pursuant to Section 401, the parties agree to effectuate such changes in order to be in compliance with the requirements. The Executive Director is authorized, without further approval of the Agency, to make changes to this Agreement and the Related Agreement as required to satisfy the requirements described herein.

VIII. (§800) DEFAULTS, REMEDIES AND TERMINATION

A. (§801) Defaults, Right to Cure and Waivers.

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, unless the default cannot be reasonably cured within such thirty days in which case the defaulting party shall have a reasonable time to effect such cure so long as the defaulting party is diligently acting to do so in as timely a fashion as is reasonable. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Developer's limited partner shall have the right but not the obligation to cure any default of Developer under this Agreement and Agency agrees to accept any cure tendered by Developer's limited partner on behalf of Developer within the cure periods stated in this section.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§802) No Waiver.

Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

C. (§803) Legal Actions.

1. Institution of Legal Actions. In addition to any other rights or remedies, and subject to the requirements of Section 801, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

2. Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Secretary of Agency or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or outside of the State of California.

D. (§804) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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.

E. (§805) Specific Performance.

In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Developer specifically acknowledges that Agency is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Developer to speculate with land.

F. (§806) Intentionally Omitted.

G. (§807) Attorneys' Fees.

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between the Developer and Agency only, 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 from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law, pursuant to the definition Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' 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.

H. (§808) Termination After Closing.

A. Termination By Agency. The Agency may terminate this Agreement upon the occurrence of any of the following events:

1. Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Site in violation of this Agreement;

2. Developer (or any successor in interest) becoming insolvent or Developer (or any successor in interest) voluntarily or involuntarily making an assignment or transfer for the benefit of creditors other than the Agency, and/or the voluntary or involuntary appointment of a receiver, custodian, liquidator or trustee of Developer's property and/or the Site;

3. Developer is in Default of this Agreement and fails to cure such Default within the time set forth in Section 801; or

4. Developer is unable to obtain Construction Financing or secure Tax Credits after making four (4) consecutive applications.

If, after the occurrence of any of the above-entitled events, the Agency elects, in its sole discretion, to terminate this Agreement, then all rights of Developer and any person or entity claiming by or through Developer arising under this Agreement or with regard to the Site as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of the Developer to indemnify or reimburse the Agency shall continue in full force and effect and the Agency shall have all of the remedies to enforce a breach or a Default of this Agreement as may be provided hereunder and under the law.

B. Termination by Developer. In the event that the Developer is not in Default under this Agreement, Developer may terminate this Agreement upon the occurrence of any of the following:

(i) Agency is in Default of any material provision of this Agreement and fails to cure such Default within the time set forth in Section 801; or

(ii) Agency fails to fund the Agency Loan at the time and in the amounts required by this Agreement.

C. Limitations Imposed by Senior Financing. Notwithstanding anything to the contrary contained in this Agreement or in the Related Agreements, the rights of the parties to declare defaults hereunder and exercise their respective rights and remedies described herein or in the Related Agreements shall be subject in all cases to the conditions and limitations imposed thereon by the Senior Financing. In the event of any conflict between the rights and remedies of the parties provided under this Agreement or the Related Agreements and the limitations on such rights and remedies under any subordination or intercreditor agreement entered into in connection with the Senior Financing documents, such limitations shall be deemed controlling provided they are consistent with the standard requirements imposed by Fannie Mae or Freddie Mac, as applicable, on subordinate cash flow obligations.

IX. (§900) GENERAL PROVISIONS

A. (§901) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by facsimile, if such facsimile is followed by a notice sent out the same day by mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

Agency: Carson Redevelopment Agency
701 East Carson Street
Carson, CA 90745
Attn: Executive Director

Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Avenue, Suite 400 Irvine, CA 92612 Attn: Dawn Honeywell, Agency Counsel
Developer:	East Carson Housing Partners, L.P. 18201 Von Karman Avenue, Suite 900 Irvine, CA 92612 Attn: William A. Witte
Copy to:	Cox Castle Nicholson LLP 555 California Street, 10th Floor San Francisco, CA 94104 Attention: Stephen C. Ryan

B. (§902) Nonliability of City and Agency Officials and Employees; Conflicts of Interest; Commissions.

1. **Personal Liability.** No member, official, employee, agent or contractor of City or Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 902 is intended to limit Agency's liability.

2. **Financial Interest.** No member, official, employee or agent of City or Agency shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

3. **Commissions.** Neither the Agency nor the Developer has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. No party shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

4. **Nonliability of Partners of Developer.** Other than as required by the Guaranty, no partner of Developer, or member, shareholder, partner, officer, director, employee, agent, or attorney of any partner of Developer shall be personally liable to Agency in the event of any default or breach by Agency or for any amount which may become due to Agency or on any obligations under the terms of the Agreement.

C. (§903) Enforced Delay; Extension of Times of Performance.

Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots, systemic failure of the financial markets, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics;

quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Agency or City shall not excuse performance by Agency unless the act or failure is caused by the acts or omissions of Developer); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

The following shall not be considered as events or causes beyond the control of Developer, and shall not entitle Developer to an extension of time to perform: (i) Developer's failure to obtain financing for the Project (except as provided in Section 401), (ii) Developer's failure to negotiate agreements with prospective users for the Project, or (iii) changes in economic conditions.

Times of performance under this Agreement may also be extended by mutual written agreement by Agency and Developer. The Executive Director of Agency shall have the authority on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

D. (§904) Books and Records.

1. Developer to Keep Records. Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by the Agency.

2. Right to Inspect. Either party shall have the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the other party pertaining to the Site as pertinent to the purposes of this Agreement.

3. Ownership of Documents. Copies of all drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not confidential shall be delivered to Agency upon request in the event of a termination of this Agreement, however, Developer shall be entitled to reimbursement from Agency for the cost to prepare any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors as a result of the exercise by Agency of its rights hereunder. Any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors shall be delivered without representation or warranty by Developer. The Agency shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same. Developer makes no warranty or representation regarding the accuracy or sufficiency of such documents for any future use by Agency, and Developer shall have no liability therefor.

E. (§905) **Assurances to Act in Good Faith.**

Agency and Developer agree to execute all documents and instruments and to take all action, including making a deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. Agency and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

F. (§906) **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. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety. This Agreement also includes the Redevelopment Plan and any other documents incorporated herein by reference, as though fully set forth herein.

G. (§907) **Entire Agreement, Waivers and Amendments.**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Agency or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

H. (§908) **Severability.**

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

I. (§909) **Effect of Redevelopment Plan Amendment.**

Pursuant to the provisions of the Redevelopment Plan relating to the modification or amendment of the Redevelopment Plan, Agency agrees that no further amendment to the Redevelopment Plan which changes the uses or development permitted on the Site, or changes the restrictions or controls that apply to the Site, or otherwise affects the Site, shall be made or become effective as to the Site without the prior written consent of Developer. Further amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of Developer.

J. (§910) **Time for Acceptance of Agreement by Agency.**

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed and delivered by Agency, after consideration at a public hearing. After execution by Developer, this Agreement shall be considered an irrevocable offer until such time as Agency is authorized to execute and deliver the Agreement.

K. (§911) **Execution.**

1. 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.

2. Agency represents and warrants that: (i) it is a Redevelopment Agency duly organized and existing under the laws of the State of California; (ii) by proper action of Agency, Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Agency does not violate any provision of any other agreement to which Agency is a party.

3. Developer represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Agency.

"AGENCY"

CARSON REDEVELOPMENT AGENCY,
a public body corporate and politic

Date June 15, 2010

Jim Dear, Chairman

ATTEST:

Helen S. Kawagoe, Agency Secretary

APPROVED AS TO FORM: 6/16/10

ALESHIRE & WYNDER, LLP

Dawn C. Honeywell, Agency Counsel

"DEVELOPER"

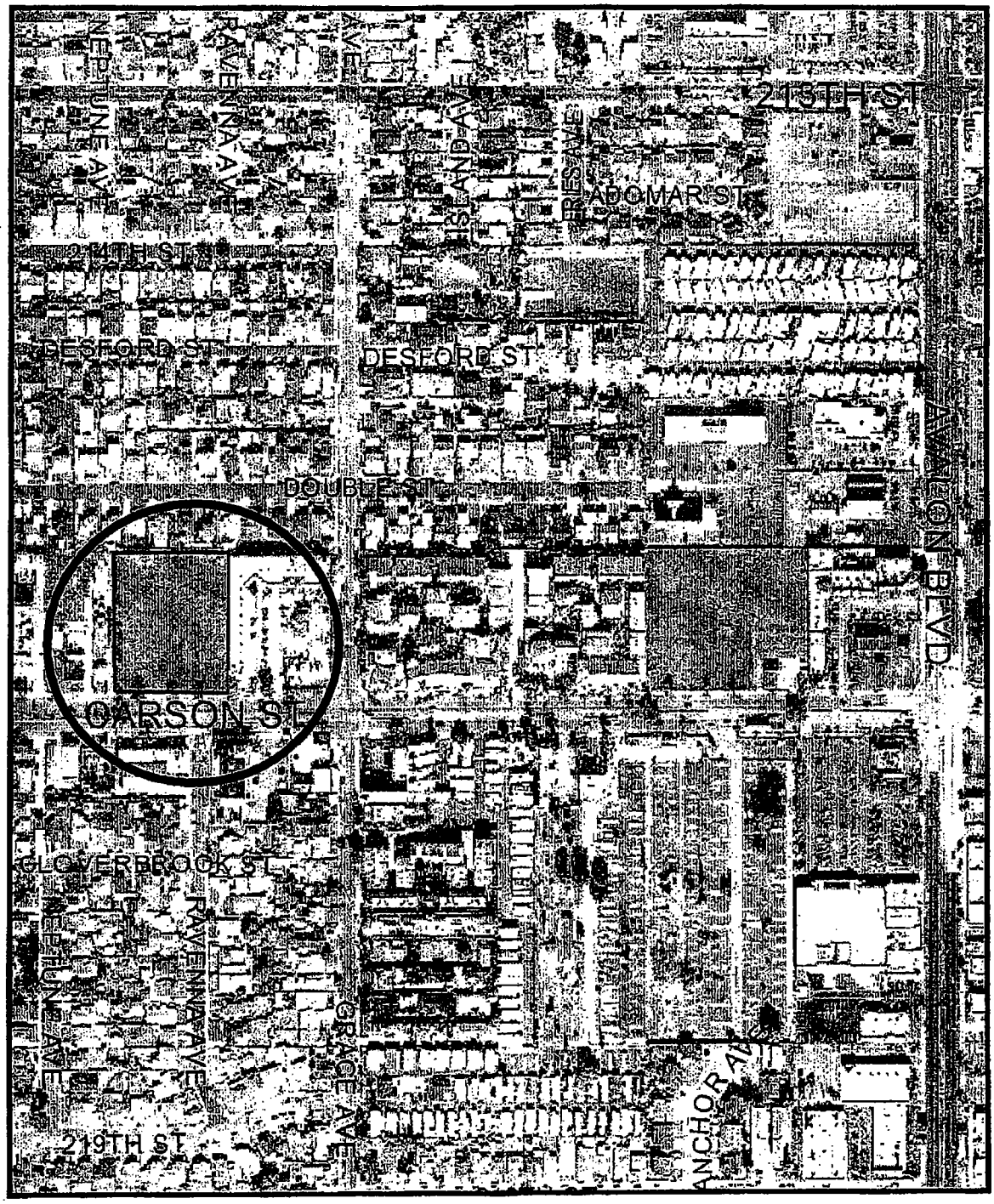
EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership,

By: _____
Its: _____

[End of Signatures]

ATTACHMENT NO. 1

SITE MAP



425 E. Carson Street

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the City of Carson, County of Los Angeles, State of California described as follows:

PARCEL A (APN 7334-018-900):

THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 175 FEET OF THE EAST 40 FEET OF THE WEST 190 FEET OF SAID LOT.

ALSO EXCEPT THE EASTERLY 50.00 FEET OF THE WESTERLY 350 FEET OF SAID LOT.

ALSO EXCEPT FROM SAID LAND THE SOUTHERLY 20.00 FEET OF THE EASTERLY 110.00 FEET OF THE WESTERLY 300.00 FEET THEREOF, AS GRANTED TO THE COUNTY OF LOS ANGELES, IN THE DEED RECORDED OCTOBER 27, 1966 IN BOOK D-3466 PAGE 347, OFFICIAL RECORDS.

PARCEL B (A portion of APN 7334-018-901):

THE EASTERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

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EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL D (A portion of APN 7334-018-901):

THE EASTERLY 50.00 FEET OF THE WESTERLY 350.00 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 100.00 FEET OF SAID LAND.

PARCEL F (APN 7334-018-902):y

THE WEST 40 FEET OF THE SOUTH 175 FEET OF THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

	Item To Be Performed	Time for Performance
1.	Owner shall apply for Tax Credit financing.	On or before the first Tax Credit Application deadline after the Project receives Site Plan approval by City Council
2.	Open Escrow for Agency Financing and Regulatory Recordings	Within 10 days of Effective Date
3.	Owner provides Agency with evidence of financial capability, commitment and lender	Within 90 days after award of Tax Credit allocations, but prior to issuance of building permits
4.	Agency approves evidence of Financial Capability and lender	Within 30 days after receipt by Agency
5.	Owner obtains an allocation of 9% low income housing tax credits.	No later than the date upon which TCAC announces the award winners for the Developer's 4th consecutive TCAC application, pursuant to Section 401
6.	Owner obtains all necessary permits and approvals, submits certificates of insurance.	Within 150 days of an allocation of 9% low income housing tax credits
7.	Deposits into Escrow by Agency	
	a) Payment of Agency's share of Escrow Costs and Funds for the Closing Draw (Agency-approved predevelopment costs per Section 404.3(A))	On or before 1:00 p.m. on the last business day preceding the Closing Date
8.	Deposits into Escrow by Owner:	
	a) Regulatory Agreement, Deed of Trust, and Agency Note	On or before 1:00 p.m. on the last business date preceding the Closing Date

	Item To Be Performed	Time for Performance
	b) Payment of Owner's Share of Escrow Costs	On or before 1:00 p.m. on the last business date preceding the Closing Date
	c) Certificates evidencing insurance	Prior to closing, site preparation or construction
9.	Agency or Owner, as case may be, may cure any condition to closing disapproved or waived; or may cure any default	Within 30 days after date established therefore, or date of breach, as the case may be
10.	Close of Escrow	Within 150 days of an allocation of 9% low income housing tax credits
11.	Agency disburses Agency Financial Assistance to Owner pursuant to submittal and reimbursement requirements in Section 404	After verification that work is completed and within the amounts allocated for each phase
12.	Owner completes construction of improvements on the Site.	Within twenty-four (24) months after issuance of building permits for the first Unit.
13.	Agency issues Certificate of Completion for the Site.	Within 30 days of written request by Owner, and Owner's satisfactory completion of all improvements on the Site.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Owner and Agency. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Agency shall have the authority to approve extensions of time without Agency Board action not to exceed a cumulative total of twelve (12) months as provided in Section 903.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

The 1.75 acre site is located within the "Boulevard Residential" district of the Carson Street Mixed-Use District Master Plan. The context is mixed with commercial retail to the east, single family residential to the north, and mixed residential and commercial to the west. The intent of the master plan is for Carson Street to become a vibrant "Main Street" with a pedestrian-friendly mixed-use environment.

The residential product is 65 affordable rental apartments ranging from one-bedroom to three-bedrooms in three different unit typologies: single level flats, and townhomes. All units are designed to market rate quality. Each unit type is utilized in specific locations based upon the immediate adjacency. For example, three-story townhomes are located at the street level facing Carson Street in order to activate the street and to screen and disguise the parking structure. Townhomes with front stoops align the interior access street with parallel parking spaces located in front to develop an "interior urban street". Two-story townhomes are used to line the end of the garage at the rear of the site, in order to provide a lower building silhouette facing the single family homes to the North. Single story stacked flats back up the townhomes on the west and south sides to keep the more intense product to the center of the development.

The density/massing concept begins with the highest and most urban density (three and four story) closest to Carson Street and becoming less dense and lower in scale (two story) as the building approaches the single family homes at the rear.

The on-grade "podium" parking garage is hidden by the positioning of units on three sides and by the existing blank wall of the adjacent commercial project to the east. A community space is located at the podium level near the elevator lobby and opens to a large courtyard designed for gathering, grilling, and casual dining. This area is further enhanced by a large children's play area with benches and pathways bordered with landscaped planters. A secured elevator lobby provides accessibility to all apartment entries.

The architectural character uses a contemporary palette of materials, forms and colors to support the City's intent to create vibrant, mixed-use, pedestrian oriented streetscape. The overarching design goal is to maximize the livability of the site within the context of the existing neighborhood while embracing the stated vision the Carson Street as a visually stimulating pedestrian friendly active urban street edge.

The Project shall be constructed to achieve _____ level LEED certification.

	1-Bdrm	2-Bdrm	3-Bdrm	Totals
Very-Low Income CRL / 30% TCAC	2	3	2	7
Low Income CRL / 40% TCAC	2	7	4	13
Low Income CRL / 50% TCAC	2	6	4	12
Moderate Income CRL / 50% TCAC	3	7	4	14
Moderate Income CRL / 60% TCAC	2	10	6	18
Unrestricted (Manager's Unit)	1	0	0	1
Totals	12	33	20	65

ATTACHMENT NO. 5

PROJECT BUDGET

ESTIMATED PROJECT COSTS		
Development Costs		$21,310,000
SOURCES OF FUNDS		
Agency Financial Assistance (Land and Funds)		$8,794,500
Tax Credit Equity		$9,386,128
Permanent Financing		$2,529,372
Deferred Developer Fee		$600,000
	TOTAL	$21,310,000

ATTACHMENT NO. 6

RELEASE OF CONSTRUCTION COVENANTS

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Related Companies of California, LLC
320 Golden Shore, Suite 200
Long Beach, CA 90802
Attention: Project Management

(Space Above This Line for Recorder's Office Use Only)

RELEASE OF CONSTRUCTION COVENANTS

WHEREAS, by a Disposition and Development Agreement ("Agreement") dated _____, 2010 between and among the CARSON REDEVELOPMENT AGENCY ("Agency") and EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership ("Developer"), Developer has agreed to develop a residential apartment complex ("Project") on the Site (as such term is defined in the Agreement); and

WHEREAS, as referenced in the Agreement, Agency shall furnish Developer with a Release of Construction Covenants upon completion of construction and development, which release shall be in such form as to permit it to be recorded in the Los Angeles Official Records of the County Clerk of the County of Los Angeles, California; and

WHEREAS, Developer has requested that Agency furnish Developer with the Release of Construction Covenants for the Site more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Site"); and

WHEREAS, the Agreement provided for certain covenants to run with the land, which covenants were incorporated in the Agency Regulatory Agreement, as those terms are defined in the Agreement; and

WHEREAS, such Release of Construction Covenants shall constitute a conclusive determination by Agency of the satisfactory completion by Developer of the construction and development required by the Agreement and of Developer's full compliance with the terms of the Agreement with respect to such construction and development, but not of the Agency Regulatory Agreement, the provisions of which shall continue to run with the land pursuant to their terms; and

WHEREAS, Agency has conclusively determined that the construction and development on the Site required by the Agreement has been satisfactorily completed by Developer in full compliance with the terms of the Agreement.

NOW, THEREFORE,

1. The improvements required to be constructed have been satisfactorily completed in accordance with the provisions of said Agreement.

2. This Release shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

3. This Release shall not constitute evidence of Developer's compliance with the Agency Regulatory Agreement, the Guaranty or the Agency Deed of Trust, the provisions of which shall continue to run with the land.

4. This Release shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

5. This Release is not a Notice of Completion as referred to in California Civil Code Section 3093.

6. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, the Agency has executed this Release of Construction Covenants this _____ day of _____, _____.

CARSON REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Jim Dear, Executive Director

ATTEST:

By: _____
Helen S. Kawagoe, Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2010, 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.

Signature _____
(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property located in the City of Carson, County of Los Angeles, State of California described as follows:

PARCEL A (APN 7334-018-900):

THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 175 FEET OF THE EAST 40 FEET OF THE WEST 190 FEET OF SAID LOT.

ALSO EXCEPT THE EASTERLY 50.00 FEET OF THE WESTERLY 350 FEET OF SAID LOT.

ALSO EXCEPT FROM SAID LAND THE SOUTHERLY 20.00 FEET OF THE EASTERLY 110.00 FEET OF THE WESTERLY 300.00 FEET THEREOF, AS GRANTED TO THE COUNTY OF LOS ANGELES, IN THE DEED RECORDED OCTOBER 27, 1966 IN BOOK D-3466 PAGE 347, OFFICIAL RECORDS.

PARCEL B (A portion of APN 7334-018-901):

THE EASTERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL C (A portion of APN 7334-018-901):

THE EASTERLY 46 FEET OF THE WESTERLY 396 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PARCEL D (A portion of APN 7334-018-901):

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EXCEPT THEREFROM THE SOUTHERLY 100.00 FEET OF SAID LAND.

PARCEL F (APN 7334-018-902):y

THE WEST 40 FEET OF THE SOUTH 175 FEET OF THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ATTACHMENT NO. 7

GRANT DEED

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

EAST CARSON HOUSING PARTNERS, L.P.
18201 Von Karman Avenue, Suite 900
Irvine, CA 92612
Attn: William A. Witte

(Space Above This Line For Recorder's Office Use Only)

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California ("Grantor"), acting to carry out its functions under the housing law of the State of California, hereby grants to EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership ("Grantee"), the real property ("Site") legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors in interest for the benefit of the Grantee and the City of Carson ("City"), as follows:

1. **Governing Documents.** The Site is conveyed pursuant to a Disposition and Development Agreement ("DDA") entered into between and among Grantor and Grantee dated _____, 2010.

2. **Counterparts.** This Grant Deed may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

3. **Non-Discrimination.** The Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with disabilities Act (42 U.S.C.§ 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et. seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome

(AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy or tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

4. **Form of Nondiscrimination Clauses in Agreements.** Subject to the tenancy/occupancy restrictions not prohibited by federal law, the following shall apply: Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and 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, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c. Contracts: In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of per-sons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit

any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this _____ day of _____, _____.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Jim Dear, Chair

Date _____

ATTEST:

By: _____
Helen S. Kawagoe, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Dawn C. Honeywell, Agency Counsel

By its acceptance of this Grant Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of the Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and accepted.

"GRANTEE"

EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership

By: _____
Its: _____

Date: _____

By: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

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THE EASTERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL C (A portion of APN 7334-018-901):

THE EASTERLY 46 FEET OF THE WESTERLY 396 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL D (A portion of APN 7334-018-901):

THE EASTERLY 50.00 FEET OF THE WESTERLY 350.00 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 100.00 FEET OF SAID LAND.

PARCEL F (APN 7334-018-902):y

THE WEST 40 FEET OF THE SOUTH 175 FEET OF THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ATTACHMENT NO. 8

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON REDEVELOPMENT AGENCY
1 Civic Plaza Drive, Suite 500
Carson, CA 907452
Attn: Executive Director

(Space Above This Line for Recorder's Office Use Only)

REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is made and entered into this ____ day of _____, _____, by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), the CITY OF CARSON, a municipal corporation ("City"), and EAST CARSON HOUSING PARTNERS, L.P. a California limited partnership ("Owner").

RECITALS:

A. Pursuant to a Disposition and Development Agreement between and among Agency and Owner dated _____, 2010 ("DDA"), Agency has provided to Owner real property and financial assistance in the amount of _____ Dollars ($_____) (collectively the "Agency Assistance"), all for the purpose of assisting Owner in the development of an affordable housing complex as further described herein on that certain real property located in the City of Carson, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Site").

B. Pursuant to the DDA, Owner has agreed to develop, construct, and maintain an apartment complex consisting of a maximum of sixty-five (65) residential units ("Residential Units"), including one (1) resident manager's unit, as well as a community room, lobby, laundry room, bicycle storage area and trash room and parking areas (collectively, the "Project") on the Site.

C. The Agency and the City have fee or easement interests in various streets, sidewalks and other property within the City and are responsible for the planning and development of land within the City in such a manner so as to provide for the health, safety and welfare of the residents of the City.

D. Agency, City and Owner now desire to place restrictions upon the use and operation of the Project to ensure that the Residential Units within the Project are leased continuously to Eligible Tenants during the term of this Agreement.

E. It is the intent of the parties that the title vested in Owner by the Grant Deed for the Site dated _____, 20__ ("Grant Deed"), recorded concurrently herewith in Office of the County Recorder for the County of Los Angeles be subject to this Regulatory Agreement, and that the terms hereof shall be binding on the Owner and its successors in interest in the Site for so long as this Regulatory Agreement shall remain in effect.

AGREEMENT:

NOW, THEREFORE, the Owner, City and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of the Agency, the residents of the City, and every person renting a Residential Unit on the Site.

A. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1. **Affordable Low Income Rent.** The term "Affordable Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053, or its successor, which is currently described in Health & Safety Code Section 50079.5.

2. **Affordable Moderate Income Rent.** The term "Affordable Moderate Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053 and 50093.

3. **Affordable Rent.** The term "Affordable Rent" shall mean the monthly payments charged to and paid by tenants for the use and occupancy of a Residential Unit and facilities associated therewith, including a reasonable allowance for utilities, but shall not include any optional services provided by Developer to residents. Affordable Rent shall have the meaning prescribed for that term in Health and Safety Code § 50053(b) and the regulations promulgated pursuant to or incorporated therein, including, without limitation, any applicable regulations promulgated pursuant to Health and Safety Code § 50093.

4. **Affordable Very Low Income Rent.** The term "Affordable Very Low Income Rent" shall mean annual rentals whose amount does not exceed the maximum percentage of income that can be devoted to rent as set forth by Health & Safety Code Section 50053 and 50105.

5. **Eligible Tenant.** The term "Eligible Tenant" shall refer to a tenant who is a member of a Moderate Income, Very Low Income, or a Low Income Household.

7. **Los Angeles County Median Income.** The term "Los Angeles County Median Income" shall be determined by reference to the regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, or its successor.

8. **Low Income Tenant.** The term "Low Income Tenant" shall mean those tenants whose household income does not exceed eighty percent (80%) of the Los Angeles County Median Income.

9. **Moderate Income Tenant.** The term "Moderate Income Tenant" shall mean those tenants whose income does not exceed one hundred ten percent (110%) of the area median income for Los Angeles County, adjusted for applicable household size.

10. **Property Manager.** As used in this Agreement, the term "Property Manager" shall refer to that entity, to be designated by Owner and approved by Agency, who shall be responsible for operating and maintaining the Project in accordance with the terms of this Agreement. Prior to Agency's approval, Owner shall act as Property Manager.

11. **Resident Manager.** The term "Resident Manager" shall refer to that individual (or those individuals) who may reside in the Project and who are responsible for day-to-day management of the Project.

12. **Residential Unit.** The term "Residential Unit" shall refer to any of the up to sixty-five (65) residential units in the Project.

13. **Restricted Unit.** The term "Restricted Unit" shall refer to each of the sixty-four (64) Residential Units which shall be reserved for Eligible Tenants.

14. **Very Low Income Tenant.** The term "Very Low Income Tenant" shall mean those tenants whose income does not exceed fifty percent (50%) of the Los Angeles County Median Income.

B. RESIDENTIAL RENTAL PROPERTY. The Owner hereby agrees that the Project is to be owned, managed, and operated as a project for very low, low and not to exceed moderate income residential rental purposes for a term equal to fifty-five (55) years, commencing upon the date of the recordation of the Release of Construction Covenants for the Site in accordance with the DDA ("Term"). To that end, and for the term of this Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

1. **Purpose.** The Site is being acquired and the Project constructed for the purpose of providing very low, low and not to exceed moderate income rental housing and the Owner shall own, manage, and operate the Project as a project to provide very low, low and not to exceed moderate income rental housing, together with any functionally related and subordinate facilities.

2. **Residential Use.** None of the Residential Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without the Agency's prior consent which consent may be given or withheld in its sole and absolute discretion.

3. **Conversion of Project.** No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Agency which approval may be given or withheld in its sole and absolute discretion.

4. **Preference to Eligible Tenants.** All of the Residential Units will be available for rental in accordance with the terms of this Agreement, and the Owner shall not give preference to any particular class or group in renting the Residential Units in the Project, except to the extent that the Restricted Units are required to be leased or rented to Eligible Tenants and except as provided in Section C.6 below.

5. **Resident Manager.** One Residential Unit in the Project may be occupied by a Resident Manager.

6. **Liability of Owner.** Owner and Resident Manager shall not incur any liability under this Agreement as a result of fraud or intentional misrepresentation by a tenant.

C. **OCCUPANCY OF PROJECT BY ELIGIBLE TENANTS.** Owner hereby represents, warrants, and covenants as follows:

1. **Occupancy.** Except as expressly provided herein, throughout the term of this Agreement the occupancy of all of the Restricted Units in the Project (which excludes the Resident Manager Unit) shall be restricted to Eligible Tenants and qualified members of the Eligible Tenant's household.

2. **Expiration of Occupancy and Rent Restrictions.** The Restricted Units shall be subject to the restrictions contained in this Section C for the Term of this Agreement. All tenants residing in the Restricted Units during the final two (2) years of the Term shall be given notice of the expiration of the Term at least once every six (6) months during the final two years. After the expiration of the Term, the rents payable on the Restricted Units may be raised to market rates.

3. **Rental Rates.** Owner hereby agrees to rent seven (7) of the Restricted Units to Very Low Income Tenants at no greater than Affordable Very Low Income Rent, to rent twenty five (25) of the Restricted Units to Low Income Tenants at no greater than Affordable Low Income Rent, and to rent thirty two (32) of the Restricted Units to Moderate Income Tenants at no greater than Affordable Moderate Income Rent as follows:

2. **Residential Use.** None of the Residential Units in the Project will at any time be utilized on a transient basis or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park without the Agency's prior consent which consent may be given or withheld in its sole and absolute discretion.

3. **Conversion of Project.** No part of the Project will at any time be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with the conversion to such ownership or uses to condominiums, or to any other form of ownership, without the prior written approval of Agency which approval may be given or withheld in its sole and absolute discretion.

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2. **Expiration of Occupancy and Rent Restrictions.** The Restricted Units shall be subject to the restrictions contained in this Section C for the Term of this Agreement. All tenants residing in the Restricted Units during the final two (2) years of the Term shall be given notice of the expiration of the Term at least once every six (6) months during the final two years. After the expiration of the Term, the rents payable on the Restricted Units may be raised to market rates.

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	1-Bdrm	2-Bdrm	3-Bdrm	Totals
Very-Low Income CRL / 30% TCAC	2	3	2	7
Low Income CRL / 40% TCAC	2	7	4	13
Low Income CRL / 50% TCAC	2	6	4	12
Moderate Income CRL / 50% TCAC	3	7	4	14
Moderate Income CRL / 60% TCAC	2	10	6	18
Unrestricted (Manager's Unit)	1	0	0	1
Totals	12	33	20	65

4. **Occupancy By Eligible Tenant.** A Restricted Unit occupied by an Eligible Tenant shall be treated as occupied by an Eligible Tenant until such Restricted Unit is vacated by such tenant.

5. **Income Computation Certificate.** Prior to an Eligible Tenant's occupancy of a Restricted Unit, Owner shall obtain and maintain on file an Income Computation and Certification form (which form shall be approved in advance by the Agency) from each such Eligible Tenant dated prior to the date of initial occupancy in the Project by such Eligible Tenant. In addition, the Owner will provide such further information as may be reasonably required in the future by the Agency. Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) obtain an income verification form from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either agency; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income; or (v) such other information as may be reasonably requested. A copy of each such Income Computation and Certification shall be provided to the Agency.

6. **Rental Priority.** During the term of this Agreement, and to the extent allowed under applicable law and LIHTC restrictions, Owner shall use its best efforts to lease vacant Restricted Units reserved for Eligible Tenants in the following order of priority: (i) persons displaced by the Agency and entitled to a preference pursuant to California Health and Safety Code Section 33411.3 or successor statute, with highest priority in this category to residents of Carson; (ii) residents of the City of Carson; and (iii) other persons meeting the eligibility requirements of this Agreement. Owner shall and Agency may maintain a list (the "Housing List") of persons who have filed a complete application with Owner to rent a Restricted Unit in the Project and who have

incomes which would qualify them as an Eligible Tenant, and Owner shall offer to rent appropriately-sized Restricted Units on the above-referenced priority basis. Should multiple tenants be equally eligible and qualified to rent a Restricted Unit, Owner shall rent available Restricted Units to Eligible Tenants on a first-come, first-served basis.

7. **Renting Vacant Units.** When a Residential Unit becomes available as a result of a tenant vacation, Owner shall rent the Residential Unit to an Eligible Tenant in accordance with Section C.6.

8. **Income Recertification.** Prior to the first anniversary date of the occupancy of a Restricted Unit by an Eligible Tenant and on each anniversary date thereafter, Owner shall recertify the income of such Eligible Tenant by obtaining a completed Income Computation Certificate based upon the current income of each occupant of the Restricted Unit. Owner shall provide the Agency with a copy of each such recertification with the next submission of Certificate of Continuing Program Compliance pursuant to Section C.9.

9. **Certificate of Continuing Program Compliance.** Upon the issuance of the Release of Construction Covenants and annually by January 31 of each year, or at any time upon the written request of Agency, Owner shall advise the Agency of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit "B," certifying: (i) the number of Residential Units of the Project which were occupied or deemed occupied pursuant to Section C.1 by an Eligible Tenant during the applicable time period, and (ii) to the knowledge of Owner either (a) no unremedied default has occurred under this Agreement, or (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default.

10. **Maintenance of Records.** Owner shall maintain materially complete and accurate records pertaining to the occupancy of the Residential Units, and shall permit any duly authorized representative of the Agency to inspect the books and records pertaining to the occupancy of the Residential Units upon reasonable request.

11. **Reliance on Tenant Representations.** Each lease shall contain a provision to the effect that Owner has relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the Residential Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease.

12. **Conflicts.** The leasing priority provisions set forth in Section C.6 shall apply only in the event, and to the extent, such provisions are not in conflict with Internal Revenue Code provisions or IRS regulations, Fair Housing Laws, or other applicable law.

13. **Agency Remedy For Excessive Rent Charge.**

a. It shall constitute a default for Owner to charge or accept for a Residential Unit rent amounts in excess of the amount provided for in Section C.3 of this Agreement. In the event that Owner charges or receives such higher rental amounts, in

addition to any other remedy Agency shall have for such default, Owner shall be required to pay to Agency the entire amount of rent received in excess of the amount permitted pursuant to this Agreement.

b. It shall constitute a default for Owner to rent any Restricted Unit to a tenant who is not an Eligible Tenant for the particular Restricted Unit pursuant to the rental rate requirements set forth in Section C.3 of this Agreement, except as otherwise permitted under Section C.4 of this Agreement. In the event Owner rents a Restricted Unit to an ineligible tenant, in addition to any other equitable remedy Agency shall have for such default, Owner, for each separate violation shall be required to pay to Agency an amount equal to (i) two times the greater of (A) the total rent Owner received from such ineligible tenant or (B) the total rent Owner was entitled to receive for renting that Restricted Unit, plus (ii) any relocation expenses incurred by Agency or City as a result of Owner having rented to such ineligible person.

c. It shall constitute a default for Owner to rent any of the Restricted Units in violation of the leasing priority requirements of Sections C.6 of this Agreement. In the event Owner rents a Restricted Unit in violation of the leasing priority requirements, in addition to any other equitable remedy Agency shall have for such default, Owner, for each separate violation shall be required to pay Agency an amount equal to two (2) months of rental charges for the Restricted Unit with the highest rent. The terms of this Section C.13 shall not apply if Owner rents to an ineligible person as a result of such person's fraud or misrepresentation.

THE PARTIES HERETO AGREE THAT THE AMOUNTS SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c) OF THIS SECTION C.13 (THE "DAMAGE AMOUNTS") CONSTITUTE A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT AGENCY WOULD SUFFER DUE TO THE DEFAULTS BY OWNER SET FORTH IN SUBPARAGRAPHS (a) THROUGH (c), CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO AGENCY AND ACCOMPLISHMENT OF AGENCY'S PURPOSE OF ASSISTING IN THE PROVISION OF AFFORDABLE HOUSING TO ELIGIBLE TENANTS THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE AMOUNTS SET FORTH IN THIS SECTION C.13 SHALL BE THE SOLE MONETARY DAMAGES REMEDY FOR THE DEFAULTS SET FORTH IN THIS SECTION C.14, BUT NOTHING IN THIS SECTION C.13 SHALL BE INTERPRETED TO LIMIT AGENCY'S REMEDY FOR SUCH DEFAULT TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIAL AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO HAS EXPLAINED

THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

OWNER'S INITIALS: _____ AGENCY'S INITIALS: _____

D. MAINTENANCE.

1. **Maintenance Obligation.** Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in reasonable condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2. **Parking and Driveways.** The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.

3. **Tenant Compliance.** Upon request, Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement. All lease agreements shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.

4. **Right of Entry.** In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Agency, or if Owner and Agency agree such condition cannot reasonably be cured within such 30-day period, Owner shall have such time as Owner and Agency mutually agree may be reasonably necessary to correct the condition provided that Owner is diligent in pursuit of the cure, City or Agency may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Agency or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. The Agency or City shall give Owner, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Agreement. Owner shall pay such costs as are reasonably incurred by Agency or City for such maintenance, including attorneys' fees and costs. Agency shall conduct itself on the Site in such a

manner so as not to interfere with, delay, or impede the operation of the Project and Agency shall indemnify and hold Owner free and harmless from any and all damages it sustains during its presence at the Site except if such damages are caused by the Owner's negligence or willful misconduct.

5. **Lien.** If such costs are not reimbursed within thirty (30) days after Owners' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorneys' fees, shall be a personal obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Agency may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the City or Agency following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, *et seq.*, of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Agency pursuant to the DDA, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

E. MANAGEMENT.

1. **Approval of Property Manager; Designation of Resident Manager.** Subject to the terms and conditions contained hereinbelow, Owner shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Property Manager") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Owner shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Agency's written approval, which shall not be unreasonably withheld, conditioned or delayed, of a management contract ("Management Contract") entered into between Owner and a Property Manager reasonably acceptable to Agency. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Agency. The Management Contract shall also provide that the Property Manager shall be subject to termination for failure to meet

project maintenance and operational standards set forth herein or in other agreements between Owner and Agency. Owner shall promptly terminate any Property Manager which commits or allows such failure, unless the failure is cured within a reasonable period, in no event exceeding 60 days, from Property Manager's receipt of notice of the failure from Owner or Agency. Owner's obligation to retain a Property Manager shall remain in force and effect for the same duration as the use covenants set forth in Section B of this Agreement. Notwithstanding anything to the contrary in this Section, the Project may be self-managed by Owner.

In addition to the Property Manager, one Resident Manager shall be designated as necessary by Owner or Property Manager, with written notice to Agency of the Resident Manager's name, address and telephone number.

2. **Serious Mismanagement.** In the event of "Serious Mismanagement" (as that term is defined below) of the Project, Agency shall have the authority to require that such Serious Mismanagement cease immediately and, further, to require the immediate replacement of the Property Manager or Resident Managers. For purposes of this Agreement the term "Serious Mismanagement" shall mean management of the Project in a manner which violates the terms and/or intent of this Agreement and/or the Management Contract to operate an affordable housing project of high standards appropriate to the community, and shall include, but is not limited to, the following:

a. Knowingly leasing a Restricted Unit to ineligible tenants or tenants whose income exceeds the prescribed levels;

b. Knowingly allowing the tenants of a Restricted Unit to exceed the prescribed occupancy levels without taking immediate steps to stop such overcrowding;

c. Failing to timely maintain the Project and the Site in the manner required by this Agreement (including applicable cure periods);

d. Failing to timely submit the reports required by this Agreement or failing to submit materially complete reports (including applicable cure periods);

e. Fraud in connection with any document or representation relating to this Agreement or embezzlement of Project monies; and

f. Failing to fully cooperate with the City's Sheriff's Department in maintaining a crime-free environment on the Site.

3. **Management Fees.** Fees payable to Owner shall be limited as follows:

a. During the 15 year California Tax Credit Allocation Committee compliance period for the Project, the asset management fee shall be limited to Five Thousand Dollars ($5,000) per year with a CPI escalation up to three percent (3%) per year.

b. During the 55 year affordability period for the Project, the general partnership fee shall be limited to Ten Thousand Dollars ($10,000) per year with a CPI escalation up to three percent (3%) per year.

F. COMPLIANCE WITH LAWS.

1. State and Local Laws. Owner shall comply with all ordinances, regulations and standards of the City and Agency applicable to the Site. Owner shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

2. Lease Approval. Agency shall have the right, but is not required to, approve any lease forms, revisions, amendments or modification made to same, used by the Property Manager or Resident Managers for leasing Restricted Units within the Site.

G. INSURANCE.

1. Duty to Procure Insurance. Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a certificate of occupancy, and continuing thereafter until the expiration of the Term of this Agreement, Owner or such successors and assigns shall procure and keep in full force and effect, or cause to be procured and kept in full force and effect for the mutual benefit of Owner and Agency, and shall provide Agency with evidence reasonably accepted to Executive Director, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Site and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars ($2,000,000) per occurrence combined single limit including products, completed operations, incidental, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Agency may reasonably require from time to time. The insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Twenty-Five Thousand Dollars ($25,000), unless approved in writing by the City, with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake from and after completion of construction, to the extent generally and commercially available at commercially reasonable rates. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

c. All policies of insurance required to be carried by Owner shall be written by responsible and solvent insurance companies licensed or authorized to do business in the State of California and having a policy-holder's rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency prior to its issuance of the Release of Construction Covenants for the Project and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder.

d. Each insurance policy required to be carried by Owner pursuant to this Agreement shall contain the following endorsements, provisions or clauses:

(1) The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of ten (10) days prior written notice.

(2) A waiver by the insurer of any right to subrogation against Agency, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency, its agents, officers, members, officials, employees, or representatives.

(3) The City, Agency, their respective agents, officers, members, officials, employees, volunteers, and representatives shall be named insureds on the Commercial General Liability policies.

(4) The City and Agency shall be loss payees on the All Risk Property insurance policies.

(5) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Agency, their officers, officials, employees, volunteers, agents, or representatives.

(6) Failure to comply with reporting provisions shall not affect coverage provided to City, Agency, their officers, employees, volunteers, agents, or representatives.

e. Agency's Executive Director may require an increase in the minimum limits of the insurance policies required by this Section as such increases are reasonably determined necessary to provide for changes in cost of living, liability exposure, the market for insurance, or the use of the Site. Such increases in insurance coverage shall be effective upon receipt of written notice from the Executive Director, provided that Owner shall have the right to appeal a determination of increased coverage

by the Executive Director to the Agency Board of Directors within 30 days of receipt of notice from the Executive Director.

f. Agency's Executive Director may waive or modify the insurance requirements set forth herein if such insurance is determined by the Executive Director not to be commercially available. Owner shall submit such evidence of commercial availability as is reasonably required by the Executive Director. At least annually, Owner shall review the availability of any insurance requirement waived or modified pursuant to this section, and shall meet any such insurance requirement as such insurance becomes commercially available.

2. Failure to Procure Insurance. If Owner fails to procure and maintain the above-required insurance despite its commercial availability, then Agency, in addition to any other remedy which Agency may have hereunder for Owner's failure to procure, maintain, and/or pay for the insurance required herein, may (but without any obligation to do so) at any time or from time to time, after thirty (30) days written notice to Owner, procure such insurance and pay the premiums therefor, in which event Owner shall immediately repay Agency all sums so paid by Agency together with interest thereon at the maximum legal rate.

H. OBLIGATION TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section H.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as an affordable housing project in accordance with this Agreement. Subject to extensions of time for "force majeure" events described in the DDA, in no event shall the repair, replacement, or restoration period exceed sixteen (16) months from the date Owner obtains insurance proceeds unless Agency's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Owner, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Property do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Project by giving notice to Agency (in which event Owner shall be entitled to all insurance proceeds but Owner shall be required to remove all debris from the Site) or Owner may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

If Owner fails to obtain insurance as required by the DDA or this Agreement (and Agency has not procured such insurance and charged Owner for the cost), Owner shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the site in accordance with this Section H.1.

2. **Continued Operations.** During any period of repair, Owner shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. **Damage or Destruction Due to Cause Not Required to be Covered by Insurance.** If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Owner is not required to (and has not) insured against, Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Agency with written notice of election not to repair, replace, or restore within one hundred eighty (180) days after such substantial damage or destruction. In such event, Owner shall remove all debris from the Property. As used in this Section H.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifty percent (50%) or more of the replacement cost of the improvements comprising the Project. In the event Owner does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this Section H.3, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section H.1 above and continue operation of the apartment complex during the period of repair (if practicable) in accordance with Section H.2 above.

I. LIMITATION ON TRANSFERS.

The Owner covenants that Owner shall not transfer the Site or any of its interests therein except as provided in this Section.

1. **Transfer Defined.** As used in this Section, the term "Transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) (in the aggregate) of the present ownership and/or control of any person or entity constituting Owner or its general partners, taking all transfers into account on a cumulative basis, except transfers of such ownership or control of interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family, or among the entities constituting Owner or its general partners or their respective shareholders. In the event any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner, is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of such corporation, of beneficial interests of such trust. In the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a limited or

general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of such limited or general partnership interest. In the event that any entity constituting Owner, its successor or the constituent partners of Owner or any successor of Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. **Agency Approval of Transfer Required.** Owner shall not Transfer the Site or any of Owner's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Agency, which shall not be unreasonably withheld, conditioned or delayed, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Agency shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Agency's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Agency, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Agency approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Regulatory Agreement. In addition, no attempted transfer of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement in a form approved by the Agency assuming such obligations.

3. **Exceptions.** The foregoing prohibition shall not apply to any of the following:

A. Any mortgage, deed of trust, or other form of conveyance for financing, but Owner shall notify Agency in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

B. Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (A) above, provided that the amount of indebtedness incurred in the restructuring or refinancing is not below a ratio of 1.15 to the current value of the Site.

C. The granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

D. A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation

are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

E. A sale or Transfer of 49% or more of an ownership or controlling interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or Transfers to a corporation or partnership in which the immediate family members or shareholders of the Transferor have a controlling majority interest of 51% or more.

F. A sale or Transfer of an interest in Owner to a Qualified Tax Credit Investor.

G. The (A) sale, transfer, conveyance or pledge of limited partnership interests in the Owner, (B) sale, transfer, conveyance or pledge of any partnership interest or membership interests in the limited partners of the Owner, or (C) the appointment by the partners of the Owner of an additional or substitute co-general partner in accordance with the partnership agreement of the Owner; provided the Owner delivers prior written notice thereof to the Agency that any additional or substitute general partner of the Owner is a single purpose entity to which the Agency has given its written consent, which consent shall not be unreasonably withheld;

H. The transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner, or (C) of an interest in an existing general partner so long as such transfer, together with any prior transfer of an interest or interests in an existing general partner, do not result in more than forty-nine percent (49%) of the interest in an existing general partner having been transferred since the date hereof;

I. Transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of the Tax Credit limited partner;

J. Transfers of an interest in a parent of a partner, provided, however, transfers of an interest in a parent of a partner performing the primary management functions on behalf of the Owner which results in Related Companies of California, LLC ("Related"), owning less than a controlling interest in such parent of such partner shall be subject to the written consent of the Agency, which consent shall not be unreasonably withheld; or

K. The lease of Residential Units to an Eligible Tenant.

L. Assignments for financing purposes as required in order to effect the Senior Financing (the loans taken by Owner to fund the construction of the

Project and the permanent loans which shall replace the construction phase loans after the completion of development).

M. Transfer of the Project or partnership interests in the Owner's limited partnership to a general partner of Owner at the end of the fifteen year Tax Credit initial compliance period.

N. Admission of the Qualified Tax Credit Investor to the Owner or the transfer of the Qualified Tax Credit Investor's interest in Owner to another party, or the redemption of the Qualified Tax Credit Investor's interest in the Owner provided that, prior to any such Transfer, the Qualified Tax Credit Investor has paid in full its capital contribution to Owner as and to the extent required in the Owner's partnership agreement.

O. Transfer of the interest of REC in the Owner to another entity controlled by Related.

J. ENFORCEMENT. In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by Agency, or, in the event said default cannot be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then Agency shall declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement; or

2. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

3. Enter the Site and cure the Event of Default as provided in Section E hereof.

4. Impose, through Agency's Executive Director, an administrative fine for each day the violation continues. The amount of the fine shall be Twenty-Five Dollars ($25.00) per day, unless the violation is deemed a major violation, in which case the fine shall be Seventy-Five Dollars ($75.00) per day. The amounts of the foregoing fines shall be automatically increased by Five Dollars ($5.00) every five (5) years during the Term of this Agreement. A "major" violation shall be one which affects adjacent property or the health and safety of persons. Owner may appeal the assessment of any fine to the City Council who may reverse, modify or uphold the decision of the Executive Director. In making this decision, the City Council shall determine whether the violation exists and whether the amount of the fine is appropriate under the circumstances.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its 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 another party.

K. NONDISCRIMINATION. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall Owner, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site, or any part thereof (except as permitted by this Agreement).

L. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Agency and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire term of this Agreement, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Agency and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. Agency and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Eligible Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Agency was formed.

Owner, in exchange for the Agency entering into the DDA, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the Agency and the City the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

M. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Agency, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Agency,

City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Owner.

N. ATTORNEYS' FEES. In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorney's fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

O. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto, or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

P. NOTICE. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Agency:	Carson Redevelopment Agency 701 East Carson Street Carson, California 90745 Attn: Executive Director
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman, Suite 400 Irvine, CA 92612 Attn: Dawn C. Honeywell, Esq.
Owner:	East Carson Housing Partners, L.P. 18201 Von Karman Ave., Suite 900 Irvine, CA 92612 Attn: William A. Witte
Copy to:	Cox Castle Nicholson LLP 555 California Street, 10th Floor San Francisco, CA 94104 Attention: Stephen C. Ryan

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

Q. **SEVERABILITY/WAIVER/INTEGRATION.**

1. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

2. **Waiver.** A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. **Integration.** This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

R. **FUTURE ENFORCEMENT.** The parties hereby agree that should the Agency cease to exist as an entity at any time during the term of this Agreement, the City of Carson shall have the right to enforce all of the terms and conditions herein, unless the Agency had previously specified another entity to enforce this Agreement.

S. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

T. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

IN WITNESS WHEREOF, the Agency, City and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

"CITY"

CITY OF CARSON

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

"AGENCY"

CARSON REDEVELOPMENT AGENCY, a public body corporate and politic

Date: _____

By: _____
Chair

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Dawn C. Honeywell, City Attorney
and Agency Counsel

"OWNER"

EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership

By: _____
Its _____

By: _____

Its _____

Date: _____

[End of Signatures]

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the City of Carson, County of Los Angeles, State of California described as follows:

PARCEL A (APN 7334-018-900):

THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 175 FEET OF THE EAST 40 FEET OF THE WEST 190 FEET OF SAID LOT.

ALSO EXCEPT THE EASTERLY 50.00 FEET OF THE WESTERLY 350 FEET OF SAID LOT.

ALSO EXCEPT FROM SAID LAND THE SOUTHERLY 20.00 FEET OF THE EASTERLY 110.00 FEET OF THE WESTERLY 300.00 FEET THEREOF, AS GRANTED TO THE COUNTY OF LOS ANGELES, IN THE DEED RECORDED OCTOBER 27, 1966 IN BOOK D-3466 PAGE 347, OFFICIAL RECORDS.

PARCEL B (A portion of APN 7334-018-901):

THE EASTERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL C (A portion of APN 7334-018-901):

THE EASTERLY 46 FEET OF THE WESTERLY 396 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL D (A portion of APN 7334-018-901):

THE EASTERLY 50.00 FEET OF THE WESTERLY 350.00 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 100.00 FEET OF SAID LAND.

PARCEL F (APN 7334-018-902):y

THE WEST 40 FEET OF THE SOUTH 175 FEET OF THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

Period Covered _____

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
CARSON REDEVELOPMENT AGENCY OF THE
CITY OF CARSON, CALIFORNIA

The undersigned, EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership ("Owner"), has read and is thoroughly familiar with the provisions of the Disposition and Development Agreement ("DDA") and documents referred to therein executed by Owner and Carson Redevelopment Agency ("Agency") including, but not limited to, the "Regulatory Agreement", as such term is defined in the DDA.

As of the date of this Certificate, the following Restricted Units in the Project are: (i) occupied by Eligible Tenants (as defined in the Regulatory Agreement), or (ii) currently vacant and being held available for such occupancy and have been so held continuously since the date an Eligible Tenant vacated such Restricted Unit:

	Occupied	Vacant
Eligible Tenants	_____	_____

As of the date of this Certificate, the following are numbers of not to exceed Moderate Income Tenants, Very Low Income Tenants and Low Income Tenants who commenced occupancy of Residential Units during the preceding year:

(Not to Exceed) Moderate Income Tenants	**Very Low Income Tenants**	**Low Income Tenants**
Unit Nos. _____	Unit Nos. _____	Unit Nos. _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the following information for each Restricted Unit: the number of each Restricted Unit, the occupants of each Restricted Unit, the rental paid for each Restricted 1 Unit, and the size and number of bedrooms of each Restricted 1 Unit. The Owner certifies that the information contained in the Occupancy Summary is true and accurate.

The undersigned hereby certifies that (1) a review of the activities of the Owner during such period and of the Owner's performance under the DDA and the documents referred to therein has been made under the supervision of the undersigned, and (2) to the best knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents (or describe the nature of any detail and set forth the measures being taken to remedy such defaults).

"OWNER"

EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership

By: _____
Its: _____

By: _____
Its: _____

[END OF SIGNATURES]

ATTACHMENT NO. 9

AGENCY NOTE

$_____

_____, 20__ ("Note Date")

FOR VALUE RECEIVED, the undersigned (herein, the "Maker") hereby promises to pay to the order of the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Holder" or "Agency"), at a place designated by Holder, the principal sum not to exceed Eight Million Seven Hundred Ninety-Four Thousand Five Hundred Dollars ($8,794,500.00) ("Note Amount"), plus accrued interest, or such lesser amount which shall be disbursed by the Agency and from time to time be owing hereunder pursuant to the terms hereof. Pursuant to a Disposition and Development Agreement ("Agreement") between Maker and Holder, Agency agreed to loan funds to Maker in an amount not to exceed the Note Amount as evidenced by this Agency Note. The cash portion of the Loan Amount shall be paid out in two disbursements, as described in Section 2.3 hereof. The term "Loan" herein shall only refer to the amounts actually paid out pursuant to this Agency Note and any interest thereon provided herein.

Reference is also made to the following additional agreements and documents involving Maker and Holder and/or pertaining to the Site:

(i) The Agency Deed of Trust and Assignment of Rents, by and between Maker as borrower, Holder as beneficiary, and _____ as Trustee ("Agency Deed of Trust"), securing the repayment of this Agency Note).

(ii) The Agency Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions, dated _____, _____, by and between Maker and Holder, for the benefit of Holder, and recorded simultaneously with the Deeds of Trust in the Office of the Los Angeles County Recorder ("Regulatory Agreement").

All of the foregoing listed documents are referred to herein collectively as the "Agency Agreements" and individually as an "Agency Agreement." The Agency Agreements are incorporated herein as though fully set forth.

Except as otherwise provided herein, the defined terms used in this Agency Note shall have the same meaning as set forth in the Agreement.

1. Purpose of Loan.

The Loan evidenced by this Agency Note is a loan for the purpose of redeveloping the Site in accordance with the Agreement.

2. Principal Amount; Conditions Precedent to Disbursement.

2.1 Loan Amount. The principal amount of the Loan shall be in the amount of Eight Million Seven Hundred Ninety-Four Thousand Five Hundred Dollars ($8,794,500.00). The Loan Amount includes the value of the Site being conveyed by Agency to Maker plus the Set Aside funds which will be contributed to the project by Agency. Interest shall accrue on the outstanding principal amount at the simple rate of one-half of one percent (0.5 %) per annum until repaid in full.

2.2 Conditions Precedent to Disbursement of Loan. No Loan proceeds shall be disbursed without Maker having first satisfied all of the conditions to disbursement set forth in Section 404.4 of the Agreement.

2.3 Drawing Down On the Loan. Maker may draw down on the Agency Loan Amount pursuant to the procedure described in Section 404.3 of the Agreement. Any request for a draw shall be made at least thirty (30) days before the draw will be paid.

3. Term of Note; Repayment.

3.1 Maker shall be obligated to repay the principal amount of this Agency Note and the accrued interest, without set off or deduction, by paying to Holder, on each July 1 in "Residual Cash Flow ," to the extent Residual Cash Flow is available, for the calendar year, or portion thereof, ending on the immediately preceding December 31 (as the term "Residual Cash Flow " is defined in Section 3.1.1 of this Agency Note), fifty percent (50%) of that year's Residual Cash Flow. The first such repayment under this Section 3.1 shall be due on the first July 1 which is one full calendar year following the calendar year in which the permanent phase of the Senior Financing commenced, and the last payment shall be due on July 1 fifty-five years later ("Maturity Date"). Notwithstanding the foregoing, this Agency Note shall be fully due and payable on the Maturity Date or upon the sale of the Site.

3.1.1 For purposes of this Section 3.1, the term "Residual Cash Flow" means the Gross Income (as defined below) for the Site in a fiscal year, if any, less the Operating Expenses for that fiscal year. The term "Gross Income" means: (i) all rents and payments received by the Developer from tenants and occupants for the use and occupancy of the Site and the Project, (ii) laundry income, (iii) income from concessionaires and licensees, and (iv) rent subsidies, if any, received by the Developer, but "Gross Income" shall not include any security deposits (unless and until such deposits have been forfeited by the tenants and are payable to the Developer), insurance or condemnation proceeds, industry level operating reserves or deposits (not to exceed six (6) months of operating expenses plus debt expenses), capital contributions made to the Developer by the partners thereof, proceeds from the construction financing or the Agency Financial Assistance or other financing provided to the Developer, including financing provided by any partner of Developer, or proceeds from the sale or refinancing of the Site and/or Project.

3.1.2 For purposes of Section 3.1.1, the term "Operating Expenses" means the aggregate of the following: (i) the cost of utilities supplied to and used for the Project and payable by the Developer; (ii) the cost of all insurance required for the Project in this

Agreement, Developer's partnership agreement, the Senior Financing documents, or any ancillary documents concerning the operation of the Project; (iii) real property taxes, if any, and assessment payments; (iv) expenses and costs of social programs and compliance/monitoring reporting for the Project; (v) the deposits for the replacement reserves or operating reserves for the Project, in the amount provided by the Senior Financing or required by Developer's partnership agreement or any junior lender, if a greater requirement; (vi) on-site administrative costs (including payroll and payroll taxes and expenses, employee benefits); (vii) operating, maintenance and repair expenses and services, and necessary capital expenditures for the upkeep and repair of the Project and any expenditures required based upon a physical needs assessment by the Qualified Tax Credit Investor or Senior Financing lender (including materials and labor) including charges for public services such as sewer charges, license and permit fees, goods, commodities, materials, equipment, furniture, furnishings, installation of appliances, fixtures, painting, cleaning, pest control, gardening, rubbish removal, security services, advertising and promotion, leasing commissions, accounting, and legal expenses attributable to the Site or the Project which are directly attributable and customarily incurred in the operation of real estate projects similar to the Project not to exceed six months of operating expenses plus debt service and not including any amount taken from the replacement reserves; (viii) fees, costs or expenses of refinancing any loan; (ix) any post closing legal fees or other expenses, fees, costs incurred by the Developer in connection with obtaining this Agreement or the Agency Financial Assistance to the extent not already included hereunder; (x) all scheduled, or otherwise due, payments of principal and/or interest on the Senior Financing, together with all financing fees and related charges payable by the Developer under the terms of the Senior Financing, including without limitation, issuer fees, trustee fees, remarketing fees, and rebate analyst fees, interest rate cap deposits and credit enhancer charges; (xi) all other fees and expenses which may be provided in Developer's annual budget prepared in accordance with the Senior Financing; and (xii) repayments of loans to a partner or affiliate of a partner of the Developer in accordance with the Partnership Agreement for operating deficits or similar operating shortfalls; and (xiii) repayments of any amounts owing to a partner or an affiliate of a partner of the Developer in accordance with the Partnership Agreement due to an adjustment in the tax credit equity caused by an adjustment to tax credits available to the Project. "Operating Expenses" shall not include the following; (a) repairs or replacements paid out of insurance proceeds received by the Developer; (b) book depreciation of buildings or other similar non-cash items of expense; (c) principal payments on all junior financing; (d) any deferred Developer Fee; and (e) any asset management or limited or general partner fees. To the extent that the Site or Project, or any part thereof, shall be leased by the Developer and the lessee or occupant pays any items described as Operating Expenses, then such items that are paid by such occupant shall not be Operating Expenses.

3.2 Any payments made by Maker in payment of this Agency Note shall be applied in the following order: (i) first to the interest, if any, then accrued and due on the unpaid principal balance under this Agency Note, (ii) second to reduction of the principal balance of this Agency Note.

3.3 This Agency Note may be prepaid in whole or in part at any time without penalty.

4. Default; Cross-Default; Acceleration.

4.1 In addition to Maker's failure to timely perform the requirements of this Agency Note, or the failure to timely complete the construction of the Project, or the failure to timely perform the requirements of the Agency Note, Maker shall also be in default of this Agency Note if Maker, without the prior written approval of Holder, which approval may be given or withheld in Holder's sole and absolute discretion, refinances any outstanding loan or note secured by the Site for an amount greater than the sum of (i) the then-outstanding principal balance of such secured loan(s) or note(s), plus (ii) the reasonable costs of such refinance transaction, which shall not include loan points or origination fees greater than two percent (2%) of the then-outstanding principal balance of such secured loan(s) or note(s). Notwithstanding the foregoing, Maker shall not be in default of the Agency Note and need not seek approval of Holder in refinancing any outstanding loan or note secured by the Site if all net proceeds from such refinance are applied against the unpaid balance of the Senior Financing and the Agency Note and the debt service arising from such refinance does not reduce the Residual Cash Flow.

4.2 Default by Maker of this Agency Note or of any of the Agency Agreements, shall constitute a default of this Agency Note and all of the Agency Agreements.

4.3 In the event Maker fails to perform hereunder or under any of the Agency Agreements, for a period of thirty (30) days after the date of written notice from Holder that such performance was due, Maker shall be in default of the Agency Note. Prior to exercising any of its remedies hereunder, Agency shall give Maker written notice of such default, and Maker shall thereafter have fifteen (15) days to cure such default; provided, however, that if the default hereunder is solely as a result of a default under any of the Agency Agreements, the default, notice, and cure provisions of the applicable Agency Agreement shall apply. If Maker cures a default under an Agency Agreement within the cure period set forth in the applicable Agency Agreement, Maker shall be deemed to have also cured that default under the Agency Note. If Maker does not cure a default under any of the Agency Agreements within the cure period set forth in the applicable Agency Agreement, Maker shall be deemed in default under all of the Agency Agreements and under both of the Agency Note. In the event Maker is deemed in default under the Agency Note, and has not cured the default within the time set forth in the applicable notice of default, Holder may, at its option, declare the Agency Note and the entire obligations evidenced thereby immediately due and payable and collectible then or thereafter as Holder may elect, regardless of the date of maturity.

5. Collection Costs; Attorneys' Fees. If, because of any event of default under this Agency Note or any of the Agency Agreements, any attorney is engaged by Holder to enforce or defend any provision of this instrument, whether or not suit is filed hereon, then Maker shall pay upon demand reasonable attorneys' fees, expert witness fees and all costs so incurred by Holder together with interest thereon until paid at the applicable rate of interest payable hereunder, as if such fees and costs had been added to the principal owing hereunder.

6. Waivers by Maker. Maker and all endorsers, guarantors and persons liable or to become liable on this Agency Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Agency Note and any and all other notices or matters of a like nature, and consent to any and all renewals and extensions near the time of payment hereof and agree further that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in any documents securing this

Agency Note released in whole or in part, or increased, changed or exchanged by agreement between Holder and any owner of the premises affected by said documents securing this Agency Note, without in any way affecting the liability of any party to this Agency Note or any persons liable or to become liable with respect to any indebtedness evidenced hereby.

7. Severability. The unenforceability or invalidity of any provision or provisions of this Agency Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

8. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agency Note shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

If to Holder:	Carson Redevelopment Agency 701 East Carson Street Carson, California 90745 Attn: Executive Director
With a copy to:	Aleshire & Wynder, LLP 18881 Von Karman Avenue, Suite 400 Irvine, California 92612 Attn: Agency Counsel
If to Maker:	East Carson Housing Partners, L.P. 18201 Von Karman Avenue, Suite 900 Irvine, CA 92612 Attn: William A. Witte
With copies to:	Cox Castle Nicholson LLP 555 California Street, 10th Floor San Francisco, CA 94104 Attention: Stephen C. Ryan

Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Agency Note.

9. Modifications. Neither this Agency Note nor any term hereof may be waived, amended, discharged, modified, changed or terminated orally; nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by Maker and Holder. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agency Note.

10. No Waiver by Holder. No waiver of any breach, default or failure of condition under the terms of this Agency Note shall be implied from any failure of the Holder to take action, or any delay be implied from any failure by the Holder in taking action, with respect to

such breach, default or failure from any prior waiver of any similar or unrelated breach, default or failure.

11. Usury. Notwithstanding any provision in this Agency Note, the total liability for payment in the nature of interest shall not exceed the limit imposed by applicable laws of the State of California.

12. Nonassignability. Except as permitted in the Agreement, Maker may not transfer, assign, or encumber this Agency Note in any manner without the prior, express, written authorization of Holder, which may be given or withheld by Holder in Holder's sole and absolute discretion. It shall be deemed reasonable for Holder to refuse authorization for any reason or no stated reason. Holder may freely transfer, assign, or encumber Holder's interest in this Agency Note in any manner, at Holder's sole discretion.

13. Governing Law. This Agency Note has been executed and delivered by Maker in the State of California and is to be governed and construed in accordance with the laws thereof.

14. Time of Essence. Time is of the essence in the performance of the obligations and provisions set forth in this Agency Note.

15. Subordination. This Agency Note is subordinate to the Senior Financing.

16. Non-Recourse. Other than as required by the completion guaranty to be provided by The Related Companies, L.P., a New York limited partnership, neither the Maker, its agents, consultants, employees, or representatives shall have any personal liability under this Agency Note or for any amounts due with respect to the Agency Note. The Holder's sole remedy, other than as set forth in said guaranty, shall be to foreclose on the Agency Deed of Trust and Holder shall have no additional right to any deficiency after such foreclosure.

IN WITNESS WHEREOF, the parties have executed this Agency Note as of the date first above written.

"Maker"

EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT NO. 10

AGENCY DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON REDEVELOPMENT AGENCY
Attn: Executive Director
701 E. Carson Street
Carson, CA 90745

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGENCY DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS AGENCY DEED OF TRUST AND ASSIGNMENT OF RENTS ("Deed of Trust") is made as of the ____ day of _____, 20__, by EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership ("Trustor"), whose address is _____ ("Trustee"), whose address is _____, and the Carson Redevelopment Agency ("Beneficiary"), whose address is 701 E. Carson Street, Carson, CA 90745.

FOR GOOD AND VALUABLE CONSIDERATION, including the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the property is described in Exhibit "A", attached hereto and by this reference incorporated herein ("Property").

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the "rents"), provided that so long as Trustor is not in default hereunder, it shall be permitted to operate the Project (as defined below), in accordance with the requirements of that certain Agency Regulatory Agreement entered into between Trustor and the Beneficiary dated as of _____, 20___ ("Agreement"), which Agreement is on file with the Beneficiary as a public record and is incorporated by reference herein;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected upon the Property (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefore); but exclusive of all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such Property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

All of the foregoing, together with the Property, is herein referred to as the "Security".

FOR THE PURPOSE OF SECURING:

(a) Payment of the loan according to the "Agency Note" as set forth in the "DDA" as defined herein;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period and upon five (5) business days notice to the Trustor, with interest thereon as provided herein;

(c) Payment of such additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes or other documents reciting that they are secured by this Deed of Trust; and

(d) Performance of every obligation, covenant or agreement of Trustor contained herein or in the Agency Note, the DDA, the Guaranty and the Agreement (and any amendments thereto).

ARTICLE I

DEFINITIONS

1. "Agency Note" means the Agency Promissory Note and the Agency Note, with a combined principal amount not to exceed Eight Million Seven Hundred Ninety-Four Thousand Five Hundred Dollars ($8,794,500.00) executed by Trustor upon disbursement of the loan by Beneficiary pursuant to the DDA.

2 "Agreement" means that certain Agency Regulatory Agreement and Declaration of Covenants and Restrictions entered into by the Beneficiary and Trustor, dated _____, 20__; said Agreement (a copy of which is on file with the Beneficiary at the address stated above, and including all of its attachments) is incorporated herein by reference.

3. "Certificate of Occupancy" means the certificate issued by the City of Carson affirming that the Project is habitable.

4. "Expiration Date" means that date which is fifty-five (55) years after the issuance of the Certificate of Occupancy for the Project.

5. "DDA" means the Disposition and Development Agreement between Beneficiary and Trustor providing for the development of the Project.

6. "Mortgage" means any permanent or long-term loan, or any other financing device (including without limitation deeds of trust) the proceeds of which are used in the construction of the Project, which loan is secured by a security financing interest in the Trustor's interest in the Project.

7. "Project" means the 65 unit affordable housing apartment complex, in which 64 units shall be deed restricted for use by Very Low Income Tenants, Low Income Tenants and not to exceed Moderate Income Tenants as described in the DDA and the Agreement, and the related facilities to be constructed and operated pursuant to the Agreement.

8. "Site" means the real property on which the Project is operated which is located at 425 E. Carson Street, Carson, California, as more particularly described on Exhibit "A" attached hereto.

9. "Trustor" means East Carson Housing Partners, L.P., a California limited partnership, and each of its transferees and successors in interest. Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferees or successors in interest. Where the terms of this Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee.

Unless the context clearly otherwise requires, any capitalized term used herein and not defined herein shall have the meaning given to it under the Agreement (and any amendments thereto).

ARTICLE II

CONDITION OF THE PROJECT

Section 2.1 Continuous Operation of the Project. As set forth in the Agreement, Trustor agrees to oversee the continuous operation of the Project for a period of not less than fifty-five (55) years from the issuance of the Certificate of Occupancy for the Project.

Section 2.2 Maintenance and Modification of the Project by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Site, or cause the Site to be maintained, preserved and kept in a good first class condition and consisting only of those uses allowed by the Agreement. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Site.

ARTICLE III

TAXES AND INSURANCE

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Site or the Security or any part thereof.

Section 3.2 Trustor agrees to provide insurance for the Site as follows:

Commercial General Liability Insurance. A policy of comprehensive broad form commercial general liability insurance, including an umbrella policy coverage, in an amount not less than Five Million Dollars ($5,000,000.00).

Worker's Compensation. 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 Trustor, Beneficiary and the City of Carson.

Automobile Insurance. A policy of comprehensive automobile liability insurance to include all autos owned, hired, and non-owned, in an amount not less than Five Million Dollars ($5,000,000) combined single limit per occurrence for bodily injury and property damage, including an umbrella policy coverage.

Standard "All Risk" Insurance. A policy with fire and extended coverage, including vandalism and malicious mischief endorsements, for 100% of full replacement value insuring against "all risks of physical loss" including without limitation a guaranteed replacement cost and code compliance coverage endorsement (excluding earthquake coverage, boiler and machinery insurance coverage, heating, air conditioning equipment, and other equipment of such nature), and insurance against loss or damage to personal property located on the Site by fire and other hazards covered by such insurance

(without any deductible clause unless approved in writing by the Beneficiary). Agency hereby consents to the Developer's use of an insurance policy with a $1,000 deductible. In the event any tenant on the Site fails to maintain coverage to the extent of one hundred percent (100%) of full replacement value for the Site, the Trustor shall maintain such additional or gap insurance to satisfy the requirements of this Section.

ARTICLE IV

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Damage and Destruction. If, prior to the Expiration Date, the Security or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, the Trustor shall either (a) repay the Agency Note in full, or (b) cause any insurance proceeds arising from insurance referred to in Section 3.2 hereof and any other coverage acquired by the Trustor to be used to promptly rebuild and replace the Security, and repair and replace the Security as necessary to bring the Security into conformity with the standards; provided that such covenants shall be subordinated to the provisions of all senior obligations to which this Deed of Trust is subordinate.

Section 4.2 Condemnation. Subject to the provisions of senior obligations to which this Deed of Trust is subordinate, if title to or any interest in or the temporary use of the Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental authority or by any person acting under governmental authority, including any proceeding or purchase in lieu thereof, the proceeds as a result of such taking shall be paid as provided by the law of the State of California to all persons or entities as their interests appear of record.

ARTICLE V

REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 5.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 5.2 Inspection of the Project. The Trustor covenants and agrees that the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right to enter the Property during normal business hours following 24 hours notice to Trustor.

Section 5.3 Granting of Easements. Trustor covenants and agrees that it will grant easements, licenses, rights-of-way or other similar rights or privileges in the nature of easements with respect to any property or rights included in the Security which facilitate the use of the Property but do not diminish the Security with the prior written approval of the Beneficiary, which approval shall not be unreasonably withheld.

ARTICLE VI

AGREEMENTS AFFECTING THE SITE;

FURTHER ASSURANCES

Section 6.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Agreement and the DDA.

Section 6.2 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary, the Trustor shall make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary and, where appropriate, cause to be recorded and/or filed, and from time to time thereafter to be recorded and/or filed, and from time to time thereafter to be re-recorded and/or therefore, at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements respecting personal property, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (a) the obligations of the Trustor under this Deed of Trust, and (b) the lien of this Deed of Trust as a lien prior to all liens except those obligations which shall be senior obligations pursuant to the provisions of this Deed of Trust or the DDA. Upon any failure by the Trustor to do so, the Beneficiary may make, execute, record, file re-record and/or refile any and all such deeds of trust, security agreements, instruments, certificates and documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Trustor to do so. The lien hereof shall automatically attach, without further act, to all after-acquired property deemed to be part of the Security as defined herein.

Section 6.3 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefore, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall bear interest from the date such expenses are incurred at the maximum rate permitted by Article XV of the California Constitution.

Section 6.4 Subrogation; Payment of Claims. Provided that the Beneficiary gives notice, the Beneficiary's claim shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by the Beneficiary pursuant to the provisions hereof. If permitted in the Agreement, the Beneficiary shall have the right to pay and discharge the obligations secured by this Deed of Trust.

Section 6.5 Transfer. No sale, transfer, lease, pledge, encumbrance, creation of a security interest in, or other hypothecation of the Security shall relieve the Trustor from primary liability under this Deed of Trust or the Agreement without the express written release of the Beneficiary.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Default Defined. The failure of Trustor to perform any term or condition of the Agreement, the Agency Note, or this Deed of Trust, and the failure of the Defaulting Party to cure any such breach or failure within the cure period provided in Article 800 of the DDA, after receipt of written notice from Beneficiary in accordance with Article 800 of the DDA, shall be an Event of Default hereunder.

Section 7.2 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any amounts owed to Beneficiary, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agency Note, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. A copy of any Notice of Default and a copy of any Notice of Sale hereunder shall be mailed to Trustor at its address herein given;

(b) Utilize all Project funds and all incomes collected to cause the correction or completion of the work and correct the work and prosecute it to completion, and Beneficiary may employ or contract with all forces necessary to do the work and may use all Project funds for such purposes;

(c) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(d) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(e) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any

other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.3 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust which is secured hereby, and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 7.4 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 7.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and

concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.6 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) takes other or additional security, (ii) waives or does not exercise any right granted herein, in the DDA or in the Agreement, (iii) certifies completion of any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust, the DDA or the Agreement, (iv) consents to the filing of any map, plat or replat affecting the Security, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 7.7 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 7.8 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for any amount which may become due and payable by the Trustor hereunder after such date.

ARTICLE VIII

SUBORDINATION

Section 8.1 Subordination. The Beneficiary agrees to execute documents reasonably satisfactory to its counsel to subordinate the lien of this Deed of Trust, provided no Notice of Default under its terms appears of record, to the following:

(a) Senior Financing for the Site as defined in, and within the limitations set forth in the DDA.

(b) Take out or refinancing of the Site subject to the limitations contained in the DDA.

Section 8.2 Description of Loans. Any loan to which this Deed of Trust is to be subordinated shall be evidenced by a promissory note, which shall not be limited with respect to any terms (except as may be otherwise provided by Section 8.1 hereof), including the principal amount thereof, or the rate of interest thereon; provided, however, that any such loan or loans shall be subject to the approval of Beneficiary pursuant to the terms of the DDA.

Section 8.3 Purpose and Use of Loans. Any loan or loans to which this Deed of Trust shall be subordinated may be used for any purposes in connection with the improvement of the Property. Any lender in making any disbursement pursuant to any such loan or loans shall be under no obligation or duty to see to the application or use of such proceeds for the purposes provided herein, and any application or use of such proceeds for purposes other than those provided for in this Article shall not defeat the subordination herein made in whole or in part.

Section 8.4 Execution of Subordination Agreement. Beneficiary agrees, upon request, provided that Trustor is not in default under this Deed of Trust or the Agreement, to execute a Subordination Agreement, or agreements, in form reasonably acceptable to the Beneficiary, in favor of any loan or loans to which this Deed of Trust is to be subordinated, and to deliver same to Trustor for recordation in order to confirm of record the subordination provided in this Deed of Trust. In the event of express conflict, the terms of any Subordination Agreement executed by Beneficiary shall prevail over the terms regarding such subordination provided herein. The Parties acknowledge that this Deed of Trust shall not be subordinated to a position lower than third in lien priority.

ARTICLE IX

RELEASES

Section 9.1 Release. This Deed of Trust shall only be released upon termination of the repayment obligation as described in Section 3 of the Agency Note without the occurrence of an Event of Acceleration as described in Section 4 of the Agency Note.

ARTICLE X

MISCELLANEOUS

Section 10.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 10.2 Trustor Waiver of Rights. Trustor hereby acknowledges that it is aware of and has the advice of counsel of its choice with respect to its rights under the Constitution of the United States, including, but not limited to, its rights arising under the Fourth, Fifth, Sixth and Fourteenth Amendments thereto, and the Constitution of the State of California. Trustor agrees that Beneficiary may exercise its rights hereunder in accordance with the provisions hereof, including, but not limited to, the exercise of the power of sale pursuant to Section 7.4 hereof, and Trustor hereby expressly waives its rights under such Constitutions with respect thereto, including, but not limited to, its rights, if any, to notice and a hearing upon the occurrence of an Event of Default hereunder; provided, however, nothing contained herein shall be deemed to be a waiver of Trustor's rights to reinstate or redeem this Deed of Trust in accordance with applicable law. Trustor further waives to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Security, (b) all rights of valuation, appraisal, stay of execution, and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties.

Section 10.3 Reconveyance by Trustee. Upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 10.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 10.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 10.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Section 10.6 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 10.8 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the provisions hereof shall be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, or in any other appropriate court in that county.

Section 10.9 TCAC Requirement. Beneficiary acknowledges that Trustor and the Tax Credit Allocation Committee ("TCAC") intend to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). As of the date hereof Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit, or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement required by TCAC is recorded against the Site, the Trustor agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

"Trustor"

_____, a California corporation

DATED: _____ By: _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 20__, 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.

Signature _____
(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the City of Carson, County of Los Angeles, State of California described as follows:

PARCEL A (APN 7334-018-900):

THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 175 FEET OF THE EAST 40 FEET OF THE WEST 190 FEET OF SAID LOT.

ALSO EXCEPT THE EASTERLY 50.00 FEET OF THE WESTERLY 350 FEET OF SAID LOT.

ALSO EXCEPT FROM SAID LAND THE SOUTHERLY 20.00 FEET OF THE EASTERLY 110.00 FEET OF THE WESTERLY 300.00 FEET THEREOF, AS GRANTED TO THE COUNTY OF LOS ANGELES, IN THE DEED RECORDED OCTOBER 27, 1966 IN BOOK D-3466 PAGE 347, OFFICIAL RECORDS.

PARCEL B (A portion of APN 7334-018-901):

THE EASTERLY 50 FEET OF THE SOUTHERLY 100 FEET OF THE WESTERLY 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL C (A portion of APN 7334-018-901):

THE EASTERLY 46 FEET OF THE WESTERLY 396 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 20 FEET.

PARCEL D (A portion of APN 7334-018-901):

THE EASTERLY 50.00 FEET OF THE WESTERLY 350.00 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 100.00 FEET OF SAID LAND.

PARCEL F (APN 7334-018-902):y

THE WEST 40 FEET OF THE SOUTH 175 FEET OF THE EASTERLY 200 FEET OF THE WEST 350 FEET OF LOT 37 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ATTACHMENT 11

GUARANTY

THIS GUARANTY (the "Guaranty") is executed as of _____, 20__ by THE RELATED COMPANIES, L.P., a New York limited partnership, ("Guarantor"), for the benefit of the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency") with reference to the following facts:

RECITALS

A. Pursuant to that certain Disposition and Development Agreement dated as of _____, 2010 as amended between the Agency and East Carson Housing Partners, L.P., a California limited partnership (the "Developer") (the "Agreement"), Developer has agreed to develop an affordable residential apartment complex ("Project") in the City of Carson, County of Los Angeles, State of California, and as described in the Agreement. Capitalized terms used and not otherwise defined herein shall have the definitions ascribed to said terms in the Agreement.

B. Pursuant to the terms of the Agreement, upon the consummation of the transactions contemplated therein (the "Closing"), Developer shall have certain post-Closing obligations and liabilities, including, without limitation, the construction and development of the Project in accordance with the terms of the Agreement.

C. Guarantor is an affiliate of the Developer.

D. As a condition to approving the Agreement, the Agency has required that Guarantor guaranty the Developer's timely performance and payment of the Developer's obligations under the Agreement in accordance with the terms of this Guaranty.

E. The Agency has agreed that the Guarantor's performance obligations shall terminate as provided in Paragraph 3.5 of this Guaranty.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor hereby certifies, represents and warrants to the Agency, and agrees as follows:

ARTICLE 1

REPRESENTATIONS AND WARRANTIES

Guarantor makes the following representations and warranties which shall be continuing representations and warranties until this Guaranty expires in accordance with the provisions contained herein:

1.1 No Conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor is a party or by which it or any of its property is or may be bound or affected and do not, and will not cause any security interest, lien or other encumbrance to be created or imposed upon any such property.

1.2 Financial Condition. Guarantor's financial statements, which have heretofore been submitted in writing by Guarantor to the Agency in connection herewith, are true and correct and fairly present the financial condition of Guarantor for the period covered thereby. Since the date of said financial statements, there has been no materially adverse change in Guarantor's financial condition. Guarantor has no knowledge of any liabilities, contingent or otherwise, as of the date of said financial statements which are not reflected in said financial statements; and, other than in the ordinary course of its business, Guarantor has not entered into any commitments or contracts which are not reflected in said financial statements or which may have a materially adverse effect upon its financial condition, operations or business as now conducted.

1.3 Solvency. The execution and delivery of this Guaranty will not (i) render Guarantor insolvent under generally accepted accounting principles nor render Guarantor Insolvent (as defined below), (ii) leave Guarantor with remaining assets which constitute unreasonably small capital given the nature of Guarantor's business, or (iii) result in the incurrence of Debts (as defined below) beyond Guarantor's ability to pay them when and as they mature. For the purposes of this Section 1.3, "Insolvent" means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured. For the purposes of this Section 1.3, "Debts" includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

1.4 Financial or other Benefit or Advantage. Guarantor hereby acknowledges and warrants that Guarantor is an affiliate of the Developer and that Guarantor has derived or expects to derive a financial or other benefit or advantage from the consummation of the transactions contemplated by the Agreement.

ARTICLE 2

GUARANTEED OBLIGATIONS

2.1 Guaranty. Except as limited by Paragraph 3.5 of this Guaranty, Guarantor hereby unconditionally and irrevocably guarantees the full and faithful completion of the construction of the Project as required on the part of Developer to be performed and observed

under the Agreement including but not limited to the punctual payment of all amounts required to be paid by the Developer to cause the completion of the construction of the Project (collectively, the "Guaranteed Obligations").

2.2 Obligations Absolute. Except as limited by Paragraph 3.5 of this Guaranty, the obligations of Guarantor hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by the following, any of which may be taken without the consent of, or notice to, Guarantor, nor shall any of the following give Guarantor any recourse or right of action against the Developer:

2.2.1 Any express or implied amendment, modification, renewal, addition, supplement, extension, acceleration or assignment of or to any of the Guaranteed Obligations;

2.2.2 Any exercise or non-exercise by the Agency of any right or privilege under this Guaranty or the documents evidencing the Guaranteed Obligations;

2.2.3 Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Guarantor, the Developer, or any other guarantor (which term shall, for the purposes of this Guaranty, include any other party at any time directly or contingently liable for any of the Guaranteed Obligations under the Agreement, or any other documents relating thereto) or any affiliate of the Developer, or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not Guarantor shall have had notice or knowledge of any of the foregoing;

2.2.4 Any release or discharge of any guarantor or of any other party at any time contingently liable for the Guaranteed Obligations;

2.2.5 Any assignment or other transfer of this Guaranty in whole or in part; and/or

2.2.6 Any acceptance of partial performance of the Guaranteed Obligations.

2.3 Waivers. Guarantor unconditionally waives any defense to the enforcement of this Guaranty, including, without limitation:

2.3.1 All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty;

2.3.2 Any right to require the Agency to proceed against the Developer or any other guarantor at any time or to proceed against or exhaust any security held by the Agency at any time or to pursue any other remedy whatsoever at any time;

2.3.3 The defense of any statute of limitations affecting the liability of Guarantor hereunder, the liability of the Developer or any guarantor in respect of the Guaranteed Obligations, or the enforcement hereof, to the extent permitted by law;

2.3.4 Any defense arising by reason of any disability of the Developer or any guarantor, or of any manner in which the Agency has exercised its rights and remedies in respect of the Guaranteed Obligations, or by any cessation from any cause whatsoever of the liability of any guarantor;

2.3.5 Any defense based upon an election of remedies by the Agency;

2.3.6 Any duty of the Agency to advise Guarantor of any information known to the Agency regarding the financial condition of the Developer and all other circumstances affecting the Developer's ability to perform its obligations to the Agency, it being agreed that Guarantor assumes the responsibility for being and keeping informed regarding such condition or any such circumstances;

2.3.7 Without limiting the generality of the foregoing or any other provision hereof, any rights and benefits which might otherwise be available to Guarantor under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899 and 3433, or any successor sections, provided, however, that any benefits impacting Guarantor's right to seek subrogation, reimbursement, contribution or indemnification against Developer shall not be waived.

2.4 Subrogation. Guarantor understands that the exercise by the Agency of certain rights and remedies may affect or eliminate Guarantor's right of subrogation against the Developer or any other guarantor and that Guarantor may therefore incur partially or totally nonreimbursable liability hereunder. Nevertheless, Guarantor hereby authorizes and empowers the Agency, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, continuing, independent and unconditional under any and all circumstances.

2.5 Independent and Separate Obligations. The obligations of Guarantor hereunder are independent of the obligations of the Developer in respect of the Guaranteed Obligations and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Guarantor is the alter ego of the Developer and whether or not the Developer is joined therein or a separate action or actions are brought against the Developer. Agency's rights hereunder shall not be exhausted until all of the Guaranteed Obligations have been fully paid and performed.

2.6 Bankruptcy No Discharge: Repayments. So long as any of the Guaranteed Obligations hereunder shall be owing to the Agency, Guarantor shall not, without the prior written consent of the Agency, commence or join with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against the Developer. Guarantor understands and acknowledges that by virtue of this Guaranty, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to the Developer. As an example and not in any way of limitation, a subsequent modification or assignment of the Guaranteed Obligations in any reorganization case concerning the Developer shall not affect the obligation of Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective original terms. If claim is ever made upon the Agency for repayment of any amount or

amounts received by the Agency in payment of the obligations in respect of the Guaranteed Obligations and the Agency repays all or any part of said amount, then, notwithstanding any revocation or termination of this Guaranty or the cancellation of the Guaranteed Obligations, Guarantor shall be and remain liable to the Agency for the amount so repaid to the same extent as if such amount had never originally been received by the Agency.

2.7 Minimum Tangible Net Worth. At all times Guarantor shall maintain a Tangible Net Worth (defined below) of at least Ten Million Dollars ($10,000,000.00). If at anytime Guarantor's Tangible Net Worth is less than Ten Million Dollars ($10,000,000.00), Guarantor shall (i) deposit with the Agency an irrevocable direct pay letter of credit (in form and substance and from a bank or other financial institution acceptable to the Agency) or other security acceptable to the Agency in the amount of the difference between the Tangible Net Worth of Guarantor and $10,000,000.00 or (ii) provide an additional or substitute guarantor or make other arrangements, in form and substance acceptable to the Agency, to achieve that Guarantor shall have a Tangible Net Worth of at least $10,000,000.00. Upon Guarantor's obtaining a Tangible Net Worth of at least $10,000,000.00, the Agency shall release any such letter of credit or security to Guarantor. As used herein "Tangible Net Worth" shall mean, with respect to Guarantor, the sum of Guarantor's total assets, less (i) all of Guarantor's intangible assets (including costs in excess of book value for acquisitions) and (ii) all of Guarantor's total liabilities, in each case as determined in accordance with generally accepted accounting principles as in effect on the date of this Guaranty and consistently applied throughout the periods covered by the applicable financial statements.

2.8 Financial Statements. Guarantor shall deliver to Agency: on an annual basis, but no later than 120 days after the last day of each annual period, a prepared consolidated balance sheet and income statement covering Guarantor's consolidated operations during the covered period, in a form reasonably acceptable to the Agency and certified by a duly appointed and authorized officer of Guarantor ("Authorized Officer") together with a certificate of compliance in respect of the financial covenant in Section 2.8 above, executed by an Authorized Officer.

2.9 Notwithstanding anything to the contrary contained in this Guaranty, any release of Developer from its obligation to perform any of the Guaranteed Obligations or from any obligation to pay the Guaranteed Obligations shall similarly release Guarantor from its obligations hereunder.

2.10 Notwithstanding anything to the contrary contained in this Guaranty, Guarantor shall be entitled to assert any defenses that would be able to be asserted by Developer pursuant to the Agreement.

ARTICLE 3

MISCELLANEOUS

3.1 Exercise of Remedies; Successors; Etc. No delay or failure by the Agency to exercise any remedy against the Developer or Guarantor will be construed as a waiver of that right or remedy. All remedies of the Agency are cumulative. When the context in which the words are used in this Guaranty indicates that such is the intent, words in the singular number

shall include the plural and vice-versa. If anyone or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective. The Guarantor shall not have the right to assign any of its rights or obligations under this Guaranty.

3.2 Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

3.3 Assignability by the Agency. The Agency may, at any time and from time to time, assign, conditionally or otherwise, all of the rights of the Agency, in respect of the Guaranteed Obligations under this Guaranty, whereupon such assignee shall succeed to all rights of the Agency hereunder. The Agency may give written notice to Guarantor of any such assignment, but any failure to give, or delay in giving, such notice shall not affect the validity or enforceability of any such assignment.

3.4 Demands. Each demand by the Agency for performance or payment hereunder shall be in writing and shall be made in the manner set forth in Section 3.6 below. A dated statement signed by an authorized representative of the Agency setting forth the amount at the time owing to the Agency by Developer in respect of the Guaranteed Obligations shall be conclusive evidence thereof as between Guarantor and the Agency in any legal proceedings against Guarantor in connection with this Guaranty.

3.5 Term. The obligations of Guarantor under this Guaranty shall terminate on the date which is six (6) months from the date the Agency issues the Certificate of Completion (the "Completion Date"), unless as of such date (i) an Event of Default shall have occurred and be continuing or (ii) a Guaranteed Obligation shall be then be due or owing, then in either of such cases the obligations of the Guarantor hereunder shall continue in full force and effect so long as such Event of Default remains uncured or such Guaranteed Obligations remain outstanding. Upon termination of this Guaranty, the Agency, upon receipt of a written request therefor from Guarantor, shall provide the Guarantor with written confirmation of the termination of this Guaranty.

3.6 Notices. All notices and demands hereunder shall be deemed to have been duly given if personally delivered or mailed by United States registered or certified mail, with return receipt requested, postage prepaid to the parties at the following addresses (or at such other addresses as shall be given by written notice by any party to the others) or if deposited with a nationally recognized overnight courier, with all charges prepaid, and shall be deemed complete upon any such mailing or deposit:

To Guarantor:

With a copy to:

To the Agency: Carson Redevelopment Agency
1 Civic Plaza Drive, Suite 500
Carson, California 90745
Attn: Executive Director

3.7 Complete Agreement. This Guaranty supersedes any prior negotiations, discussions or communications among Guarantor and the Agency and constitutes the entire agreement among the Agency and Guarantor with respect to the Guaranteed Obligations.

3.8 Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

THE RELATED COMPANIES, L.P., a New York limited partnership

By: _____

By: _____

ATTACHMENT 12

NOTICE OF AFFORDABILITY RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON REDEVELOPMENT AGENCY
701 East Carson Street
Carson, California 90745
Attn: Executive Director

Space above this line for Recorder's use.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Notice") is dated as of _____, 20___ with reference to that certain real property located at 425 E. Carson Street, Carson, California, known as Los Angeles County Assessor's Parcel No. _____, ("Property").

1. The Carson Redevelopment Agency ("Agency") and East Carson Housing Partners, L.P., a California limited partnership ("Owner") have entered into that certain Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions ("Resale Restriction Agreement") dated as of _____, 20__ and recorded in the Official Records of Los Angeles County concurrently herewith. Pursuant to a Disposition and Development Agreement between Agency and Owner, Owner has acquired the Property to develop sixty-five (65) affordable apartment units.

2. The Resale Restriction Agreement requires that the Property shall be rented to eligible Very Low Income Households, Low Income Households or not to exceed Moderate Income Households.

3. The restrictions set forth in the Resale Restriction Agreement will be in effect for a period of fifty-five (55) years, commencing upon the issuance of the Certificate of Occupancy for the Project which is estimated to occur in 20__ and which would result in the termination of the Affordability Period in 20__.

This Notice is intended to provide notice of documents that affect title to the Property. Reference should be made to the Resale Restriction Agreement for a more detailed description of all matters described in this Notice. In the event of any conflict between the terms of this Notice and the terms of the Resale Restriction Agreement, the Resale Restriction Agreement shall prevail.

IN WITNESS WHEREOF, Agency and Owner have executed this Notice as of the date first written above.

AGENCY:

CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____

Its: Chairman

ATTEST:

_____

Secretary

OWNER:

EAST CARSON HOUSING PARTNERS, L.P., a California limited partnership

By: _____

By: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____,20___, 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.

Signature _____(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____,20___, 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.

Signature _____(Seal)

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: CONSIDER RESOLUTION NO. 25-141, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLMENTATION PROCEDURES FOR ADMINISTERING A CITYWIDE COMMERCIAL FACADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM (CITY COUNCIL)

I. SUMMARY

At the November 5, 2025, City Council meeting, staff introduced the concept for a Commercial Façade Improvement Revolving Loan Fund Program ("Revolving Loan Program") aimed at modernizing storefronts, supporting small businesses, and promoting ongoing property enhancements through a dedicated revolving loan fund. The Revolving Loan Program expands upon the City's existing façade improvement grant initiative and aligns with Carson's broader economic development and revitalization goals.

The initial phase of the Revolving Loan Program is proposed to focus on high-visibility commercial corridors identified as priority investment zones ("Target Areas"), beginning with the Avalon Boulevard corridor. Improvements in these areas are intended to reduce blight, attract reinvestment, and foster a more vibrant and sustainable business environment. As noted during the November 5th City Council meeting, staff has identified two properties: 1) Victoria Park Plaza (Chinollo's Plaza) at 18409 S. Avalon Blvd; and 2) Walmart Neighborhood Shopping Center at 20220 S. Avalon Blvd, as potential applicants for the Revolving Loan Program.

Tonight's action seeks adoption of Resolution No. 25-141, which will formally establish the guidelines and implementation procedures for administering the Revolving Loan Program. While the program is designed to remain flexible for potential applicants, the adopted guidelines will outline general participation parameters. Approval of these guidelines will enable the City to begin accepting formal applications. Once applications are ready for funding, individual loan agreements, including detailed terms and conditions, will be presented to the City Council for review and approval.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-141, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLEMENTATION PROCEDURES FOR ADMINISTERING A CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM"

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson Charter, Section 206, authorizes a comprehensive set of economic development incentives and programs to promote development given the City's unique environmental and economic constraints. Under this authority, the City may enter into agreements and provide loans, grants, or other financial assistance for projects that serve the public interest and support community revitalization. Government Code Section 53803 further authorizes the City to provide financial incentives to businesses to promote economic activity, including commercial revitalization. Building on this legal framework, the Revolving Loan Program was established to leverage City resources in a sustainable way that supports long-term economic vitality.

The Revolving Loan Program establishes the following goals to guide implementation and measure success:

1. **Revitalize key commercial centers.** Reduce blight, modernize storefronts, and enhance the visual appeal of priority corridors.
2. **Support small businesses and property owners.** Help businesses remain competitive by promoting attractive, safe, and well-maintained properties.
3. **Deliver community benefit**. Leverage City resources to create visible, lasting improvements that benefit the broader community, including residents, visitors, and investors.
4. **Establish a revolving loan fund.** Build a self-sustaining funding pool where loan repayments finance additional projects over time, ensuring ongoing reinvestment in commercial areas.

Loan Terms

The Revolving Loan Program will provide financing to eligible property owners under terms established by the Carson City Council. Final loan terms will be set forth in a Loan Agreement executed by the borrower and the City and approved by the City Council. The Revolving Loan Program guidelines provide the following three options:

1. **Forgivable Loan:** Loans may have a fixed interest rate between five and eight percent (5–8%), with equal monthly payments based on simple interest. If the borrower meets all program requirements and keeps the improvements and business operations in place for about five years, up to fifty percent (50%) of the original loan amount may be forgiven. The forgiven portion then becomes a grant.
2. **Low-Interest Loan:** Loans may have a fixed interest rate up to three percent (3%), with equal monthly payments based on simple interest. Borrowers repay the full loan amount plus interest.
3. **Hybrid Loan:** Loans may have a fixed interest rate up to three percent (3%), with equal monthly payments based on simple interest. If the borrower meets all program requirements and maintains the improvements and business operations for about five years, twenty-five percent (25%) of the original loan amount may be forgiven.

Loan amounts will depend on the project's size, type of improvements, and available funding. The City will set maximum loan limits. All loans will be secured by a second deed of trust on the property. Total financing, including City and private funds, will typically cover 65% to 85% of the property's value. Standard loan terms will range from 5 to 10 years, with equal monthly payments. Larger or more complex projects may qualify for terms of up to 15–20 years, subject to City approval. Borrowers must make payments on time, maintain improvements, and follow Program guidelines. If Program requirements aren't met, the loan may need to be repaid in full.

If the Revolving Loan Program is approved, staff will begin working with the two previously identified potential loan applicants: 1) Victoria Park Plaza (Chinollo's Plaza) at 18409 S. Avalon Blvd; and 2) Walmart Neighborhood Shopping Center at 20220 S. Avalon Blvd to move these projects forward.

V. FISCAL IMPACT

None at this time. A separate budget request will be submitted at a later date, likely after applications are received and overall funding needs are more clearly defined.

As further outlined at the November 5, 2025, City Council meeting, the future budget request may include funding for additional staff to effectively administer the loan program including managing projects, tracking loan repayments and compliance, and partnering with community lenders and financial development organizations to leverage non-City funds thereby reducing the City's costs to subsidize future facade projects. Additional funding for professional services, including architectural, landscape, and engineering support, will also be requested at that time.

VI. EXHIBITS

1. Exhibit 1. Resolution No. 25-141.

Attachments

Exhibit 1. Resolution No. 25-141_Establishing Facade Improvement Revolving Loan Fund Program.pdf

RESOLUTION NO. 25-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING A CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM

WHEREAS, the City of Carson Charter, Section 206, authorizes a comprehensive set of economic development incentives and programs to promote development given the unique environmental constraints in the City of Carson ("City"), to create jobs and to preserve the sound fiscal basis of the City. The City's Charter powers include the authority to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter. Government Code Section 53083 authorizes the City to provide financial incentives to businesses to promote economic activity, including the assistance with commercial reviatlization; and

WHEREAS, a Citywide Façade Improvement Program ("Program"), adopted on June 21, 2022, establishes a variety of specific goals for commercial development of the City as part of a citywide economic development strategy designed to encourage improvement and investments that contribute to the overall revitalization effort in the City, thereby providing public benefits to the community; and

WHEREAS, the City Council now desires to build on the City's existing Program through a dedicated Revolving Loan Fund Program ("Revolving Loan Fund Program") to further modernize storefronts, strengthen small businesses, and sustain ongoing property improvements.

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

SECTION 1. The recitals above are true and correct.

SECTION 2. The City Council hereby approves and establishes a Citywide Façade Improvement Revolving Loan Fund Program, in accordance with the Program Guidelines set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

SECTION 3. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 18th day of November, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

REVOLVING LOAN FUND PROGRAM GUIDELINES

SEE ATTACHED

COMMERCIAL FAÇADE IMPROVEMENT

Revolving Loan Fund Program

Community & Economic Development Department

Carson Façade Improvement Loan Program

Draft Program Guidelines

I. Program Overview 1

II. Program Goals and Background 1

III. Program Administration 2

IV. Source of Funds 3

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I. Program Overview

The City of Carson ("City") has established the Commercial Façade Improvement Revolving Loan Program ("Program") to modernize storefronts, strengthen small businesses, and sustain ongoing property improvements through a dedicated revolving loan fund.

The Program builds on the City's existing façade improvement grant program and aligns with Carson's broader economic development and revitalization strategies. Initial investments will focus on high-visibility commercial areas designated as priority investment zones ("Target Areas"), beginning with the Avalon Boulevard corridor in north Carson. Improvements in these areas are intended to reduce blight, attract reinvestment, and create a more vibrant business environment.

These Program Guidelines ("Guidelines") and implementation procedures outline the process for administering Program, from initial application through loan approval, construction, final inspection, and repayment. The Program will be implemented in accordance with these Guidelines and the City's adopted policies.

II. Program Goals and Background

A. Background

The City of Carson Charter, Section 206, authorizes a comprehensive set of economic development incentives and programs to promote development given the City's unique environmental and economic constraints. Under this authority, the City may enter into agreements and provide loans, grants, or other financial assistance for projects that serve the public interest and support community revitalization.

Government Code Section 53803 further authorizes the City to provide financial incentives to businesses to promote economic activity, including commercial revitalization. Building on this legal framework, the Façade Improvement Loan Program was established to leverage City resources in a sustainable way that supports long-term economic vitality.

B. Program Goals

The Program establishes the following goals to guide implementation and measure success:

1. **Revitalize key commercial centers.** Reduce blight, modernize storefronts, and enhance the visual appeal of priority corridors.
2. **Support small businesses and property owners.** Help businesses remain competitive by promoting attractive, safe, and well-maintained properties.

3. **Deliver community benefit.** Leverage City resources to create visible, lasting improvements that benefit the broader community, including residents, visitors, and investors.
4. **Establish a revolving loan fund.** Build a self-sustaining funding pool where loan repayments finance additional projects over time, ensuring ongoing reinvestment in commercial areas.

III. Program Administration

A. Program Oversight

The Carson Community and Economic Development Department will oversee the overall administration of the Commercial Façade Revolving Improvement Loan Program. The Department is responsible for ensuring that all program activities align with the City's economic development and revitalization objectives. The Community and Economic Development Director or his/her designee has the authority to modify or clarify the Guidelines as needed to maintain flexibility and ensure the Program continues to achieve its objectives.

B. Application Review and Approval

A designee, including staff, consultant or third party designated by the Community and Economic Development Director, will review and evaluate loan applications for eligibility, project impact, financial feasibility, and compliance with the Guidelines using a structured scoring system. Priority will be given to projects located in Target Areas, demonstrating visible improvement, leveraging private investment, and providing clear community benefits. Final approval of loan awards will be made by the Community and Economic Development Department in conjunction with the consultant's recommendation.

C. Loan Servicing

For projects that include outside financing or loan refinancing, the designated loan servicing partner will monitor the borrower's compliance with the terms of those external loans. The City of Carson will oversee the servicer's performance and review all loan activity and compliance reports to ensure Program coordination.

Monitoring and administration of City-issued loans will be managed by the Community and Economic Development Department in close coordination with the Finance Department. The Department will be responsible for repayment tracking, billing, delinquency monitoring, collections, and enforcement of loan terms, as well as verifying that repayments are deposited into the revolving loan fund to sustain future projects.

IV. Source of Funds

The Façade Improvement Loan Program uses City resources with support from outside partners to maximize investment and ensure long-term sustainability through a revolving loan fund.

A. City Funds

The City's General Fund will provide loans to support eligible façade improvements. These loans are intended to act as gap financing, meaning they will help cover project costs that are not met through private loans or other sources of capital. The City anticipates that private lenders will provide the primary financing, either through refinancing existing debt or issuing new loans for the project, with the City's loan serving as subordinate (second position) support. All repayments of principal and interest on City loans will be deposited into a dedicated Commercial Façade Improvement Revolving Loan Fund, reserved exclusively for this Program.

B. Partnership with Outside Entities

The City may partner with outside entities such as financial development corporations, community lenders, or similar agencies to expand access to private financing for property owners. These partnerships allow the Program to leverage additional resources, strengthen the borrower's overall financial position, and maximize the impact of City funds. Partners may assist by:

- Working with lenders to increase credit opportunities and reduce risk.
- Providing loan guarantees or other credit enhancements, and helping structure financing packages that combine private loans with City gap financing.
- Supporting borrowers through applications, underwriting, and compliance requirements to ensure projects are financeable and loan-ready.

v. Eligible Applicants

The Commercial Façade Improvement Revolving Loan Program is intended for property owners of commercially zoned buildings within the City of Carson. Priority will be given to properties located along key commercial corridors, ensuring visible and lasting reinvestment in the City's primary business areas.

A. Eligible Properties

Properties must be commercially zoned and developed for uses permitted by the City's Zoning Ordinance. All assisted properties must be actively used, or intended to continue being used, for commercial purposes as provided by the City's adopted Zoning Ordinance. The Properties must also meet the City's Façade Improvement Grant

Program, as amended from time to time, which requires properties to be located on certain corridors with high public visibility such as Avalon Blvd.

B. Good Standing Requirements

Applicants must hold a valid Carson business license and be current on property taxes, assessments, insurance, and utilities. Any past-due taxes or insurance premiums must be paid before loan funds are released. Applicants must maintain adequate insurance, including fire and flood coverage where applicable, to protect both the property and the City's interest.

Properties with unresolved code violations may still be considered eligible if the identified deficiencies are directly related to the proposed façade improvements and can be corrected as part of the approved scope of work. Program funds may be used to address Building or Health Code violations, seismic upgrades, and ADA compliance improvements when those deficiencies are associated with exterior rehabilitation work. However, Program funds may not be used to pay fines, penalties, or fees associated with prior code enforcement actions or noncompliance.

C. Loan Documentation

Approved applicants must enter into a formal Loan Agreement with the City of Carson outlining the terms and conditions of financing. In addition, property owners must execute and record a second deed of trust and/or Memorandum of Lien to secure repayment and ensure compliance with Program requirements.

D. Equal opportunity

The Program will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, disability, marital or family status, or any other protected characteristic.

VI. Eligible Improvements

Program assistance may only be used for exterior improvements that are permanent, affixed, and visible from the public right-of-way. All improvements must comply with the City's zoning regulations, design review standards, building codes, and permitting requirements.

A. Eligible Improvements

The following types of improvements may qualify for assistance under the Program:

Eligible Improvements	Ineligible Improvements
• Exterior painting or surface treatments (stucco, tile, stone, or brick replacement/repair) • Replacement of glass windows, storefront glazing, or doors • Awnings, canopies, or sunshades (installation, repair, or replacement) • Exterior signage (installation of new or repair/replacement of legally mounted signs, including removal of nonconforming signs) • Energy-efficient exterior lighting (installation of new or replacement of existing fixtures) • Outdoor landscaping, trees, fountains, or decorative green space • Masonry walls, decorative or security fencing (except chain link) • Asphalt paving, tiles, or decorative pavers (not in the public right-of-way); sidewalk/courtyard repaving (private property only) • Construction of outdoor dining or gathering spaces • Design and permit costs directly related to eligible improvements • Parking lot resurfacing or asphalt re-striping (so long as it is not a "primary funded improvement")	• General or deferred maintenance (e.g., patching, cleaning only) • Interior renovations or remodeling • Temporary, portable, or non-permanent items (tables, chairs, umbrellas, etc.) • Vinyl window lettering, sandwich boards, A-frames, flags, or banners • Security cameras or mechanical equipment screening not visible to the public • Roof repairs, HVAC, plumbing, or electrical upgrades • Chain link fencing • New construction, building additions, or property acquisition • Payment of code enforcement violations, debt refinancing, or expansion of building area

B. Design Professional

For larger or more complex projects, the City will require the use of a licensed design professional (such as an architect or engineer) to prepare project plans and oversee design elements. The cost of these architectural and engineering services will be covered by the City as part of the Program to ensure design quality and consistency with community standards. Any costs outside of these services, including those associated with structural or construction-related design, will be the responsibility of the property owner.

VII. Loan Terms

The Façade Improvement Loan Program will provide financing to eligible property owners under terms established by the Carson City Council. The City may offer one or more of the following loan structures. Final loan terms will be set forth in a Loan Agreement executed by the borrower and the City.

A. Loan Structures

1. **Forgivable Loan Option.** Loans may be offered at a fixed interest rate generally ranging from five to eight percent (5–8%), with equal monthly payments calculated using simple interest. After the borrower has complied with all program requirements and maintained the property improvements and business operations for a defined compliance period, typically five years, up to fifty percent (50%) of the original loan amount is forgiven and deducted from the outstanding balance. Once the compliance period is satisfied, the forgiven portion effectively converts to a grant.
2. **Low-Interest Loan Option.** Loans may be offered at a fixed interest rate not to exceed three percent (3%), with equal monthly payments calculated using simple interest. Borrowers will repay the full loan amount with interest.
3. **Hybrid Loan Option.** Loans may be offered at a fixed interest rate not to exceed three percent (3%), with equal monthly payments calculated using simple interest. After the borrower has complied with all program requirements and maintained the property improvements and business operations for a defined compliance period, typically five years, twenty-five percent (25%) of the original loan amount is forgiven and deducted from the outstanding balance.

B. Standard Provisions

The following loan standards reflect typical commercial lending practices and are provided as general guidelines for program administration. These ranges may be updated at any time based on market conditions, policy direction, or funding availability. All projects are subject to final approval by the Community and Economic Development Department to ensure consistency with Program goals and underwriting standards. If a participating lender or financing partner applies more restrictive underwriting requirements, the City will conform to those standards.

- **Loan Amounts.** Loans will vary depending on project size, scope of improvements, and funding availability. Maximum loan amounts may be established by the City.
- **Repayment Period.** Standard loan terms will range from five (5) to ten (10) years, with equal monthly payments of principal and interest. For larger or more complex projects, terms of up to fifteen (15) to twenty (20) years may be considered subject to City approval.

- **Amortization and Payment structure.** Loans will generally be amortized over 20–30 years, with monthly payments structured accordingly, though the loan may include a balloon payment at the end of the term.
- **Interest Rate.** Loans will carry a fixed interest rate generally within the range of 5%–8%, or another rate established by the City based on market conditions and program objectives.
- **Loan-to-Value (LTV).** The combined loan-to-value ratio, including both City and private financing, will typically range from 65% to 85%, consistent with industry norms for commercial rehabilitation projects.
- **Repayment Deferral.** Borrowers may defer payments of principal and interest until project completion and final inspection, for a period not to exceed twelve (12) months. Alternatively, an interest-only option may be available during construction, with full repayment commencing upon project completion.
- **Security.** All loans shall be secured by a second deed of trust recorded against the subject property prior to disbursement.
- **Disbursement.** Loan proceeds shall be disbursed directly to the designated general contractor through a draw system administered by the City. Contractors must submit payment requests using an AIA Request for Payment form (or City-approved equivalent) to document work completed and materials provided. The City will maintain a tracking system to monitor all invoices, draw requests, and disbursements for proper documentation and compliance. For larger or more complex projects, funds may be placed in escrow and released in accordance with an approved draw schedule and verification of completed work.
- **Default.** Failure to make timely payments, maintain improvements, or comply with Program requirements shall constitute default and may result in collection actions, foreclosure of liens, or acceleration of the loan balance.
- **Prepayment.** Borrowers may prepay loans in full or in part at any time without penalty.
- **Maintenance**. Borrowers shall maintain the property in good condition, free of graffiti, blight, and code violations, for the duration of the loan term.

VIII. Application and Review Process

A. Application Requirements

Applicants must submit a complete application with all required documents, including: project description, detailed plans and specifications, work schedule, contractor information, financial information, and owner consent (if applicable). Incomplete applications will not be considered for review.

B. Staff Review

The Community and Economic Development Department or designee will review applications for completeness, program eligibility, compliance with City codes and design standards, applicant financial capacity, and consistency with program goals. Staff may request additional information or clarification during the review process.

C. Evaluation Standards and Thresholds

Backup documentation submitted with the application (e.g., financial statements, rent rolls, contractor estimates, and tax records) will be used to verify the applicant's eligibility, financial capacity, and project feasibility. The following baseline standards must be met prior to scoring:

1. **Eligibility:** Property must be within the designated Program area, be commercially zoned, and the applicant must be a property owner in good standing.
2. **Financial capacity:** Applicants must demonstrate reasonable ability to repay the loan based on submitted financial information. A debt service coverage ratio or equivalent capacity test, as determined by the City and its loan servicing partner, will be applied.
3. **Project feasibility:** Cost estimates must be credible (contractor or architect bids) and consistent with eligible improvements and City design standards.

Only applications meeting these minimum standards will advance to application scoring and consideration for funding.

D. Review and Scoring

A designee, including staff, consultant or/and third party designated by the Community and Economic Development Director, will evaluate complete applications using a standardized scoring system. The scoring system is designed to prioritize projects that maximize community impact, business attraction and retention, and reinvestment in key commercial corridors.

Scoring Categories and Maximum Points

Category	Maximum Points Possible
1. Location visibility and corridor impact	30
2. Business attraction/retention potential	25
3. Improvement of visible building elements	20
4. Correction of code deficiencies/blight removal	10
5. Leveraging of private investment	10
Total	**100**

Applications receiving higher scores will be given priority for funding. A minimum score may be required to be considered for funding, and projects will continue to be funded until available program funds are fully committed.

E. City Action

Following scoring and review, the Community and Economic Development Department or designee may:

1. Issue an approval;
2. Issue a conditional approval (subject to permits or other requirements);
3. Request revisions to the proposed improvements; or
4. Deny the application.

Approved applications will proceed to execution of a Loan Agreement with the City, as described in Subsection F.

F. Notification of Award and Loan Agreement

After the City's review and scoring of the application is completed and the City has issued an approval, applicants will be notified in writing of the City's decision regarding loan approval, loan amount, and approved scope of work. Following approval, a Loan Agreement must be executed between the applicant and the City of Carson. This agreement will commit the applicant to complete the improvements in accordance with the approved plans and loan terms, and will commit the City to disburse loan funds as specified.

G. No Guarantee

Submission of an application does not guarantee acceptance into the Program. The City reserves the right to reject applications at its discretion, even if eligibility criteria are met.

IX. Commencement and Completion of Work

A. City Permits and Approvals

Upon loan approval, borrowers must submit project plans and related materials to the City's Planning Division for review and obtain all required permits from the City's Building & Safety Division and any other applicable departments. All planning and permit approvals must be secured before any loan funds are disbursed, and borrowers are responsible for maintaining all required permits throughout the project.

B. Start of work

Borrowers must commence construction within sixty (60) days of loan closing and receipt of all required permits. Failure to begin within this timeframe may constitute a loan default. The City will release funds to the borrower or contractor utilizing an approved City document, within a reasonable time after issuing an Authorization for Funding letter.

C. Scope changes

Any material change to the approved scope of work must receive prior written approval from the Community and Economic Development Department. Unauthorized changes may result in loan default and ineligibility for reimbursement.

D. Recordkeeping and Documentation

Borrowers must maintain invoices, receipts, lien releases, and proof of payment for all work performed. Documentation must be submitted within thirty (30) days of project completion or upon request.

E. Final inspection

Upon completion of the project, City staff will conduct a final inspection to ensure that improvements are consistent with the approved scope of work, meet all applicable codes and standards, and comply with the Loan Agreement. Disbursement of final loan proceeds is contingent upon successful completion of this inspection.

X. Compliance and Risk Management

A. Compliance with Laws and Permits

Borrowers are responsible for securing all required approvals and permits prior to starting construction and must ensure that all work complies with applicable local, state, and federal laws, codes, and regulations. The City bears no responsibility for delays or additional costs arising from a borrower's failure to obtain proper approvals.

B. Insurance Requirements

Before City loan funds are released, borrowers and contractors must provide proof of insurance as shown in Appendix C: Insurance Requirements. Borrowers are required to maintain all coverage throughout the full term of the loan, and contractors must provide evidence of insurance prior to commencing work.

C. Contractor Obligations

All contractors must hold valid licenses issued by the State of California and remain in good standing throughout the project. Contractors must comply with California Labor Code Section 1771 et seq., including the payment of prevailing wages for all trades and classifications. Borrowers are responsible for verifying that their contractors meet these requirements before construction begins.

D. Indemnification

Borrowers shall indemnify, defend, and hold harmless the City of Carson, its officers, employees, and agents from any claims, damages, losses, or expenses (including attorney's fees) arising from participation in the Program or the performance of façade improvements. This obligation survives both project completion and loan repayment.

XI. Appendices

The following appendices provide standard forms and resources to assist applicants and the City in administering the Commercial Façade Improvement Revolving Loan Program:

- **Appendix A – Program Application Form**
  Standard application form for property owners and business tenants, including applicant information, project description, contractor details, requested loan amount, and required signatures.
- **Appendix B – Application Checklist**

  Checklist of required documents (business license, owner consent form if tenant, project plans, cost estimates, photos, insurance certificates, and financial statements).

- **Appendix C – Insurance Requirements**

  Outlines the minimum insurance coverage levels required for borrowers, contractors, and design professionals participating in the Program.

- **Appendix D – Loan Agreement Template**

  Agreement outlining loan terms, repayment schedule, security instruments, default provisions, and borrower responsibilities.

Appendix C - Insurance Requirements

Coverage	Required of Grantee	Required of Contractors	Required of Design Professionals	Comments
General Liability	Limits: $2MM per occurrence, $4MM aggregate	Limits: $2MM per occurrence, $4MM aggregate		• Grantee insurance to include the City as additional insured • Contractor's insurance to include borrower and the City as additional insureds
Auto Liability		Limit: $1MM combined single limit		
Workers Compensation	WC: Statutory Limits Employers Liability: $1MM	WC: Statutory Limits Employers Liability: $1MM		
Professional Liability			Minimum $1MM per claim, or as stated	
Builders Risk	Value of Project	Value of Project		• Coverage may be obtained by borrower or Contractor • City must be included as Loss Payee • Installation Floater may be acceptable if loan is less than 50k
Flood Insurance	Total Cost of Improvements			

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director

Subject: CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT WITH GOODWILL, SOUTHERN LOS ANGELES COUNTY FOR BUS STOP CLEANING SERVICES (CITY COUNCIL)

I. SUMMARY

On October 24, 2024, the Transportation Services Division of the Community Services Department issued Request for Proposals (RFP) No. 25-007 seeking qualified firms to provide bus stop cleaning services under a new contract scheduled to begin July 1, 2025. Following a competitive selection process, ETERNAL LOVE, LLC, doing business as Vested Solutions (Vested Solutions), was selected and an agreement was duly executed. However, on June 23, 2025, Vested Solutions notified the City that it would be unable to begin services as scheduled due to internal organizational changes. To ensure continuity of service, the City extended its existing agreement with Goodwill, Southern Los Angeles County (Goodwill) through September 30, 2025, as permitted under the terms of that contract.

To identify a long-term replacement vendor, the City issued RFP No. 25-034 on July 3, 2025. After reviewing all proposals, staff determined that Goodwill submitted the highest-ranked proposal based on experience, qualifications, and cost-effectiveness, and was tentatively selected for contract award. During the review process, staff noted that Goodwill's proposal did not include payment of prevailing wage rates, which were identified as a requirement in the RFP. To allow time for a formal determination from the California Department of Industrial Relations (DIR) on whether prevailing wages applied to the scope of work, an emergency purchase order was issued to Goodwill to continue providing uninterrupted service through December 31, 2025.

On October 24, 2025, the DIR confirmed that the proposed scope of work for bus stop cleaning services is not subject to prevailing wage requirements. Based on this determination, staff recommends that the City Council award and approve a new Contract Services Agreement with Goodwill. The proposed five-year agreement (Exhibit 3) would begin on January 1, 2026, and include a not-to-exceed total of $588,212 over the contract term, equivalent to $117,642 annually or a flat monthly rate of $9,803.53.

II. RECOMMENDATION

TAKE all of the following actions:

1. WAIVE any irregularities or informalities in the Goodwill proposal, pursuant to CMC 2611(l)(2);
2. AWARD and APPROVE the proposed Contract Services Agreement with GOODWILL, SOUTHERN LOS ANGELES COUNTY (Exhibit No. 3; Agreement); and,

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

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson's fixed-route bus service, known as the Carson Circuit, provides residents and visitors with convenient local transportation along two neighborhood-serving routes. The Circuit connects riders to schools, parks, retail centers, and other community destinations while also linking to regional transit services operated by Long Beach Transit, Metro, Gardena Transit, and Torrance Transit. All five transit agencies utilize the City's bus stops, which are managed and maintained by the Transportation Services Division within the Community Services Department.

To ensure that these bus stops remain clean, safe, and welcoming for riders, the City contracts for regular cleaning and upkeep of more than 210 bus stop locations citywide. For several years, these services have been provided by Goodwill, Southern Los Angeles County (Goodwill), under a professional services agreement. Because the Goodwill contract was set to expire on June 30, 2025, the City issued Request for Proposals (RFP) No. 25-007 on October 24, 2024, seeking qualified firms to provide ongoing bus stop cleaning services. Following a competitive review process, ETERNAL LOVE, LLC, doing business as Vested Solutions (Vested Solutions), was selected, and an agreement was executed for services to begin on July 1, 2025. On June 23, 2025, however, Vested Solutions informed the City that it would be unable to begin services as scheduled due to organizational changes. The City subsequently issued a Notice of Default for failure to proceed and, after no corrective action was taken, terminated the contract for default in accordance with the agreement. This preserved the City's rights and remedies under the contract and applicable law. To maintain uninterrupted bus stop cleaning service, the City exercised its right under Sections 1.8 and 3.2 of the Goodwill contract (Exhibit No. 1) to extend the agreement through September 30, 2025.

PROCUREMENT PROCESS

To secure a new long-term vendor, the City issued RFP No. 25-034 on July 3, 2025. A total of five (5) proposals were received by the deadline. Proposals were evaluated based on the criteria outlined in the RFP, including experience, qualifications, and cost. Based on the evaluation, Goodwill received the highest overall ranking and was tentatively selected for the new agreement, consistent with CMC Section 2611(c) (Exhibit No. 2). Before finalizing the award, staff sought clarification from the California Department of Industrial Relations (DIR) regarding whether the work performed under this contract is subject to prevailing wage requirements. Under DIR rules, certain types of "maintenance" work, such as construction or repair, may trigger prevailing wage obligations. To avoid disruption in service while awaiting clarification, the City issued an emergency purchase order to Goodwill to continue bus stop cleaning through December 31, 2025.

On October 24, 2025, the DIR provided written guidance stating that the proposed scope of work, routine and recurring cleaning services, is not likely subject to prevailing wage requirements. DIR explained that janitorial or custodial activities, such as washing, vacuuming, litter removal, or pressure washing, are generally considered exceptions to "maintenance" work under state regulations. DIR further clarified that if services were to include repairs or replacements, such as fixing benches or replacing damaged signage, those activities would likely qualify as "maintenance" and thus be subject to prevailing wage. However, no such work is included in the proposed scope of services for this agreement. While the DIR's correspondence does not constitute a formal or binding opinion, it provides a reasonably appropriate basis for the City to proceed with award of the contract as proposed.

Consequently, staff recommends that the City Council award and approve a new five-year Contract Services Agreement with Goodwill for bus stop cleaning services, beginning January 1, 2026, for a not-to-exceed total amount of $588,212 over the term of the agreement (Exhibit No. 3).

V. FISCAL IMPACT

Should the City Council approve staff's recommendation, funding for the first six months of the proposed Agreement is available in the Fiscal Year 2025-26 Adopted Budget under Proposition A Account No. 218-90-940-181-6004 in the amount of $58,821.18. Appropriations for the remaining years of the five-year contract term will be included in the City's subsequent annual budget cycles, subject to City Council approval.

VI. EXHIBITS

1. Contract Officer Approval Form (6.6.25)
2. Evaluations
3. Proposed Goodwill Agreement

Attachments

Exhibit No. 1 - Contract Officer Form.pdf

Exhibit No. 2 - Evaluations.pdf

Exhibit No. 3 - Draft Goodwill Agreement.pdf

CONTRACT OFFICER'S AUTHORITY UNDER SECTION 1.8 AND 3.2 OF CONTRACT
(LONG FORM CONTRACT)

The City of Carson and GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY, a California 501(c)(3) nonprofit corporation ("Consultant") entered into that certain Agreement for Contract Services dated January 1, 2020 ("Contract").

Pursuant to Section 1.8 and 3.2 of the Contract, the City's Contract Officer authorizes and directs as follows:

[CHECK BOXES THAT APPLY]

[X]

The Contract Sum, as defined in the Contract, shall be increased by a total of $25,000 (up to 10% of the Contract Sum) for extra work performed by Consultant.

AND/OR

[X]

The Term of the Contract, as defined in the Contract, shall be extended to September 30, 2025 (up to 180 days past expiration of the Term).

Consultant agrees to be bound by the revised terms of the Contract as indicated above.

CONTRACT OFFICER:

By: Jason Jo

Date: 6/26/2025

CONSULTANT:

By: _____

Date: 6/25/25

RFP 25-034: Bus Stop Cleaning Services

Vendor: ShelterClean Services, Inc.

	Proposal Evaluation Criteria	Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	23 / 25 points AM – 24 GC – 23 AL – 20 JJ – 25
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	21.5 / 25 points AM – 24 GC – 22 AL – 15 JJ – 25
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	19.25 / 20 points AM – 19 GC – 18 AL – 20 JJ – 20
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	12.5 / 30 points AM – 10 GC – 15 AL – 15 JJ – 10
	TOTAL MAXIMUM POINTS	76.25 / 100

RFP 25-034: Bus Stop Cleaning Services

Vendor: Kept Companies, Inc

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	20.75 / 25 points AM – 22 GC – 23 AL – 20 JJ – 18
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	21.75 / 25 points AM – 22 GC – 22 AL – 20 JJ – 23
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	16.5 / 20 points AM – 14 GC – 19 AL – 18 JJ – 15
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	17.25 / 30 points AM – 15 GC – 26 AL – 15 JJ – 13
	TOTAL MAXIMUM POINTS	76.25 / 100

RFP 25-034: Bus Stop Cleaning Services

Vendor: NUWAY EXPRESS INC

	Proposal Evaluation Criteria	Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	20.25 / 25 points AM – 21 GC – 20 AL – 22 JJ – 18
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	17.25 / 25 points AM – 24 GC – 15 AL – 20 JJ – 10
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	14 / 20 points AM – 16 GC – 10 AL – 15 JJ – 15
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	21.75 / 30 points AM – 22 GC – 25 AL – 20 JJ – 20
	TOTAL MAXIMUM POINTS	73.25 / 100

RFP 25-034: Bus Stop Cleaning Services

Vendor: ultimate maintenance services

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	22.5 / 25 points AM – 25 GC – 23 AL – 20 JJ – 22
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	20.5 / 25 points AM – 25 GC – 20 AL – 15 JJ – 22
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	17.75 / 20 points AM – 20 GC – 18 AL – 15 JJ – 18
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	27 / 30 points AM – 28 GC – 27 AL – 28 JJ – 25
	TOTAL MAXIMUM POINTS	87.75 / 100

RFP 25-034: Bus Stop Cleaning Services

Vendor: Goodwill\LiNKS Sign Language & Interpreting Services

	Proposal Evaluation Criteria	Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	23.5 / 25 points AM – 24 GC – 22 AL – 23 JJ – 25
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	21 / 25 points AM – 24 GC – 20 AL – 17 JJ – 23
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	18.5 / 20 points AM – 19 GC – 19 AL – 18 JJ – 18
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	29.5 / 30 points AM – 30 GC – 28 AL – 30 JJ – 30
	TOTAL MAXIMUM POINTS	92.5 / 100

RFP 25-034: Bus Stop Cleaning Services

Vendor: Joncowest Maintenance & Management (INVALID)

	Proposal Evaluation Criteria	Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Bus Stop Cleaning services for local municipalities. Proposer's ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and technicians - Customization of tools and parameters to meet service needs	/ 25 points
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Five plus years of experience + three client references - Government agency partnerships - Reporting system and procedures for incidents and accidents	/ 25 points
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for accountability over technicians, worklogs, and minimum staff counts - Client communications (key service updates, complaint resolution, etc.) - Quality and completeness of proposal	/ 20 points
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison over contract term (five years)	/ 30 points
	TOTAL MAXIMUM POINTS	N/A

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GOODWILL, SOUTHERN LOS ANGELES COUNTY

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GOODWILL, SOUTHERN LOS ANGELES COUNTY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and GOODWILL, SOUTHERN LOS ANGELES COUNTY, a California nonprofit corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Eighty-Eight Thousand Two Hundred Twelve Dollars and Zero Cents ($588,212.00)** (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; (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:

Paul Reiner	President/CEO
(Name)	(Title)

Amethyst Davila	Sr. Compliance Risk and Safety Manager
(Name)	(Title)
Krystal Urzua	VP of Human Resources & Compliance
(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 Jason Jo, Transportation Program Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

GOODWILL, SOUTHERN LOS ANGELES COUNTY, a California nonprofit corporation

By: _____
Name: Paul Reiner
Title: President/Chief Executive Officer

By: _____
Name: Theodore Song
Title: Chief Financial Officer
Address: 800 W Pacific Coast Highway
Long Beach, CA 90806

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Perform bus stop cleaning services for all City transit stops as identified in Exhibit "A-1" attached hereto and associated areas, as more particularly detailed and except as otherwise provided below. Adjustments to the City transit stops will likely be made over the course of the Agreement term on an as-needed basis, as determined by the Contract Officer. Adjustments may include, but are not limited to, increasing or decreasing the number of stops and adding or removing amenities at stops. Consultant is required to acknowledge and implement changes within three (3) business days of notification from the Contract Officer.

B. "Bus stop cleaning services" shall mean and include all of the following, without limitation: (1) monthly wiping of all bus shelters, benches, waste receptacles, and route schedule cassettes; (2) monthly power wash cleaning of all sidewalks appurtenant and adjacent to bus stops; and (3) daily collection and disposal of all litter and trash in and around waste receptacles appurtenant and adjacent to transit stops and shelters.

C. "Monthly wiping of all bus shelters, benches, waste receptacles, and route schedule cassettes" shall mean Consultant's use of microfiber towels and liquid cleaning solvents (safe for plexiglass surfaces and similar) to wipe the exterior surfaces of all transit shelter amenities (excluding shelter roofs) and display screens belonging to shelters and route schedule cassettes on a monthly basis.

D. As part of the bus stop cleaning services (and more specifically, as part of clause (3) in the definition of "bus stop cleaning services" above, which is "daily collection and disposal of all litter and trash in and around waste receptacles appurtenant and adjacent to transit stops and shelters"), trash bag liners must be properly secured within waste receptacles to adequately contain refuse. Damaged trash bag liners must be replaced immediately with a new liner to prevent spillage of waste.

E. Consultant may set its own schedule for bus stop cleaning services across all transit stops, subject to Contract Officer approval, so long as each stop is serviced once per month.

F. Regular service days will be Mondays through Fridays, except for the following holidays: New Year's Day (January 1), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). Regular service hours will be from 8:00 a.m. to 4:00 p.m. PST. All bus stop cleaning services shall be performed during these regular service days and hours.

G. Consultant shall inspect each City transit stop for cleanliness once on each regular service day during regular service hours, to a minimum area of twenty feet in

length, and ten feet in depth from the curb to the back of the sidewalk (or larger if necessitated by the area of the transit stop).

H. Should a particular City transit stop be in urgent need of cleaning, as determined by the Contract Officer (whether or not based on one of the daily inspections by Consultant) the Contract Officer may request power washing service of the stop, outside of and in addition to the monthly schedule for bus stop cleaning services, at no additional cost to City. Consultant's office and field staff shall be available to receive such service requests from the Contract Officer via email during regular service days and hours, and Consultant shall complete the requested power washing service within one business day of the Contract Officer's request.

I. Consultant, at its sole expense, shall provide all personnel, vehicles, technicians, and supplies necessary to perform the Services. Such supplies shall include, but are not limited to, trash bag liners, plexiglass-safe cleaning solvents, mobile water supply for power washing, brooms, mops, and microfiber towels. City will provide an accessible site for trash disposal and replace and/or repair amenities as needed.

J. Consultant shall maintain an upkeep of reliable and efficient staff communication system and protocol for reporting incidents, accidents, and emergencies. Consultant shall promptly notify the Contract Officer of any visible damage to any City transit stops or included amenities.

K. Consultant shall provide a staffing plan to the Contract Officer including: one (1) project manager, one (1) field supervisor, and two (2) field staff to cover operational and managerial aspects of the Agreement.

L. Consultant shall manage daily operation of all Services.

M. Any concerns or complaints related to the Services which are received by City staff or officials may be forwarded to Consultant, and Consultant shall act upon and resolve any such forwarded concerns or complaints to the satisfaction of the Contract Officer within one (1) business day unless otherwise directed by the Contract Officer, at no additional cost to the City. Consultant shall, within one (1) business day, provide the Contract Officer with a description of the responsive action taken and photos via email, capturing the affected areas before and after the clean-up or other responsive action. City reserves the right to have Consultant investigate and resolve concerns or complaints to City's satisfaction.

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

A. N/A

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

A. Consultant shall maintain daily Worklogs as a means of recording serviced and inspected stops. City may request copies of such Worklogs throughout the Term, in which case the requested copies shall be provided within one business day.

B. Consultant shall complete Incident Reports arising out of any Consultant-involved occurrences such as disputes and/or complaints during performance of Services. Incident reports must be transmitted to the City within 24 hours from the occurrence of the incident.

C. Consultant shall complete Accident Reports arising out of any Consultant-involved accidents during performance of Services. Such reports shall be transmitted to the City's Contract Officer via email no later than 8:00 a.m. the following day, regardless of the amount of damage or lack thereof. Vehicle or violence related accident reports shall also be accompanied by a police report from the responding law enforcement agency.

D. Notification of any visible damage at City transit stops as provided in Section I.J of this Exhibit.

E. Descriptions and photos of responsive action per Section I.M of this Exhibit.

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. Krystal Urzua, Vice President of Human Resources & Compliance;

B. Amethyst Davila, Sr. Compliance, Risk and Safety Manager;

C. Gerry Medina, Janitorial Lead;

D. Qualified personnel in accordance with Section I.K of Exhibit "A".

EXHIBIT "A-1"
City Transit Stops

City Bus Stops

Stop		Benches	Trash Receptacles	Shelters
1	Avalon Gardena SW	Bench		
2	Avalon Gardena SE	Bench		
3	Avalon 169th SE	Bench		
4	Avalon 169th SW	Bench		
5	Avalon Walnut NE	Bench	Trash receptacle	Shelter
6	Avalon Albertoni NW	Bench	Trash receptacle	
7	Avalon Albertoni SE	Bench	Trash receptacle	Shelter
8	Avalon Albertoni SW	Bench	Trash receptacle	Shelter
9	Avalon Colony Cove NE	Bench		Shelter
10	Avalon Harbor Village NW	Bench		
11	Avalon Victoria SW	Bench	Trash receptacle	Shelter
12	Avalon Victoria NE	Bench	Trash receptacle	Shelter
13	Avalon Victoria SE	Bench		
14	Victoria Avalon SE	Bench	Trash receptacle	Shelter
15	Avalon 184th NE	Bench		Shelter
16	Avalon 184th SW	Bench		Shelter
17	Avalon 189th NE	Bench		Shelter
18	Avalon 189th SW	Bench		Shelter
19	Avalon Elsemere NE	Bench	Trash receptacle	Shelter
20	Avalon Elsemere NW	Bench	Trash receptacle	
21	Avalon Del Amo NE	Bench	Trash receptacle	Shelter
22	Avalon Del Amo SW	Bench	Trash receptacle	
23	Del Amo Avalon SE	Bench		Shelter
24	Avalon Del Amo SE (Deluxe Ad)	Bench		Shelter
25	Avalon SBP SE	Bench	Trash receptacle	Shelter
26	Avalon SBP SW	Bench	Trash receptacle	Shelter
27	Avalon 213th NE	Bench	Trash receptacle	

28	Avalon 213th SW	Bench	Trash receptacle	
29	Avalon Carson NE	Bench	Trash receptacle	Shelter
30	Avalon Carson SW	Bench	Trash receptacle	Shelter
31	Avalon 220th SW	Bench	Trash receptacle	
32	Avalon 220th SE	Bench	Trash receptacle	
33	Avalon 223rd NE	Bench		
34	223rd Avalon NW	Bench	Trash receptacle	Shelter
35	Avalon 223rd SE	Bench	Trash receptacle	
36	Avalon 223rd SW	Bench	Trash receptacle	Shelter
37	Avalon 228th NW	Bench		
38	Avalon Bayport SE	Bench		Shelter
39	Avalon Bayport SW	Bench		
40	Avalon Scottsdale NW	Bench	Trash receptacle	
41	Avalon Idabell NW	Bench		
42	Avalon Idabell SE	Bench		
43	Avalon Sepulveda NW	Bench		
44	Avalon Sepulveda NE	Bench		
45	Sepulveda Avalon NW	Bench		
46	Avalon Sepulveda NW	Bench		
47	Sepulveda Avalon SW	Bench		
48	Avalon Realty NE	Bench		
49	Avalon 246th SW	Bench		
50	Avalon 248th NW	Bench		
51	Avalon Lomita NW	Bench		
52	Figueroa 223rd SE	Bench		
53	Figueroa 228th NE	Bench		
54	Figueroa Carriagedale NE	Bench		
55	Figueroa Sepulveda NE	Bench		
56	Figueroa Sepulveda NW	Bench		
57	Broadway Gardena NE	Bench		
58	Broadway Gardena SE	Bench		
59	Broadway Albertoni NW	Bench		
60	Broadway Albertoni SE	Bench		
61	Broadway Victoria NE	Bench		

62	Broadway Victoria SE	Bench		
63	Main Alondra SE	Bench		
64	Main Alondra SW	Bench		
65	Main Gardena NW	Bench		
66	Main Albertoni NW	Bench		
67	Main Carson NE	Bench		
68	Main 218th SW	Bench	Trash receptacle	Shelter
69	Main 220th SW	Bench	Trash receptacle	
70	Main 223rd NE	Bench		
71	Main 223rd NW	Bench	Trash receptacle	
72	Main 223rd SW	Bench	Trash receptacle	
73	Main 225th SW	Bench		
74	Main 228th SW	Bench		
75	228th Main NW	Bench		
76	Main 228th SE	Bench	Trash receptacle	
77	Main 233rd NE	Bench	Trash receptacle	
78	Main 234th NW	Bench		
79	Main Sepulveda NW	Bench		
80	Sepulveda Main SE	Bench	Trash receptacle	
81	Main Sepulveda SE	Bench	Trash receptacle	
82	Main Sepulveda SW	Bench		
83	Main Lomita NE	Bench		
84	Lomita Main NE	Bench		
85	Central Albertoni SW	Bench		
86	Central Radbard SW	Bench	Trash receptacle	
87	Victoria Central SW	Bench		Shelter
88	Victoria Central NE	Bench		Shelter
89	Central University SE	Bench	Trash receptacle	
90	University Central SE	Bench	Trash receptacle	Shelter
91	Central University SW	Bench	Trash receptacle	
92	Central Turmont NE	Bench	Trash receptacle	
93	Central Turmont SW	Bench	Trash receptacle	
94	Turmont Central NW	Bench		
95	Central Helmick NE	Bench	Trash receptacle	

96	Central_Helmick SW	Bench	Trash receptacle	
97	Central_Del Amo NE	Bench	Trash receptacle	
98	Del Amo_Central NW	Bench		Shelter
99	Central_Del Amo SE	Bench	Trash receptacle	
100	Vera_Carson NW	Bench		
101	Wilmington_Charles_Willard NW	Bench		
102	Wilmington_University SW	Bench		
103	Wilmington_Cashdan NW	Bench		
104	Cashdan_Craigjon N	Bench		
105	Gunlock_Kramer SW	Bench		
106	Wilmington_Diamondale SW	Bench		
107	Del Amo_Wilmington NW	Bench	Trash receptacle	Shelter
108	Wilmington_Carson NW	Bench		
109	Wilmington_Carson SW	Bench	Trash receptacle	
110	Santa Fe_El Presidio SW	Bench		
111	Santa Fe_Dominguez NE	Bench	Trash receptacle	
112	Santa Fe_Dominguez SW	Bench		
113	Santa Fe_Van Buren NE	Bench		
114	Santa Fe_Van Buren SW	Bench	Trash receptacle	
115	Santa Fe_Madison NW	Bench		
116	Santa Fe_Madison SE	Bench	Trash receptacle	
117	Santa Fe_Carson NW	Bench		
118	Santa Fe_Carson NE	Bench	Trash receptacle	
119	Alondra_Main SE	Bench		
120	Albertoni_Avalon NW	Bench	Trash receptacle	
121	Bitterlake_Hemingway Park	Bench		
122	Bitterlake_Bauchard SE	Bench		
123	Bitterlake_Keene SE	Bench		
124	Bitterlake_Harwick	Bench		
125	Radbard_Amantha	Bench		
126	Victoria_Wall SE	Bench		
127	Victoria_Rainsbury NW	Bench	Trash receptacle	Shelter
128	Victoria_Tamcliff NE	Bench		

129	Victoria Tamcliff NW	Bench	Trash receptacle	Shelter
130	Victoria Tamcliff SE	Bench		
131	Victoria Main SE	Bench		Shelter
132	Victoria Main NE	Bench		Shelter
133	Victoria Central NW	Bench		Shelter
134	Victoria Central SE	Bench		Shelter
135	Victoria Avalon NW	Bench		Shelter
136	University Central SE	Bench	Trash receptacle	
137	University Nestor SE	Bench	Trash receptacle	
138	University Grandee SE	Bench	Trash receptacle	
139	Turmont Broadacres	Bench	Trash receptacle	
140	Turmont Tajauta	Bench		
141	Turmont Central NW	Bench		
142	Turmont Annalee NE	Bench	Trash receptacle	
143	Turmont Scobey NW	Bench	Trash receptacle	
144	Turmont Campaign NW	Bench		
145	Del Amo Leapwood NW	Bench		
146	Del Amo Leapwood SE	Bench		
147	Del Amo Tillman NW	Bench		
148	Del Amo Tillman SE	Bench	Trash receptacle	
149	Turmont Annalee NE	Bench		Shelter
150	Del Amo Tajuata NW	Bench	Trash receptacle	Shelter
151	Del Amo Tajuata SE	Bench	Trash receptacle	
152	Del Amo Alvo NW	Bench	Trash receptacle	
153	Del Amo Alvo SE	Bench	Trash receptacle	
154	Del Amo Fordyce NW	Bench	Trash receptacle	
155	Del Amo Rancho SW	Bench		
156	2705 E Del Amo	Bench		
157	2694 E Del Amo	Bench		
158	Del Amo Santa Fe SW	Bench	Trash receptacle	
159	213th Bolsa SE	Bench		
160	213th Dolores SE	Bench		
161	213th Grace SE	Bench		
162	Carson Figueroa SE	Bench	Trash receptacle	

163	Carson Figueroa NW	Bench	Trash receptacle	Shelter
164	Carson Moneta SE	Bench	Trash receptacle	
165	Carson Moneta NW	Bench		
166	Carson Main NW	Bench	Trash receptacle	Shelter
167	Carson Main SE	Bench	Trash receptacle	Shelter
168	Carson Orrick NW	Bench	Trash receptacle	Shelter
169	Carson Dolores NE	Bench		
170	Carson Dolores SE	Bench	Trash receptacle	Shelter
171	Carson Grace SE	Bench	Trash receptacle	
172	Carson Grace NW	Bench	Trash receptacle	Shelter
173	Carson Avalon SE	Bench	Trash receptacle	Shelter
174	Carson Avalon SW	Bench		Shelter
175	Carson Avalon NW	Bench	Trash receptacle	Shelter
176	Carson Bonita NW	Bench		
177	Carson Bonita SE	Bench		Shelter
178	Carson Perry NW	Bench	Trash receptacle	
179	Carson Acarus SE	Bench		
180	Carson Vera NW	Bench		
181	Carson Vera SE	Bench	Trash receptacle	Shelter
182	Carson Martin NW	Bench	Trash receptacle	
183	Carson Martin SE	Bench	Trash receptacle	
184	Carson Arnold Ctr NW	Bench		
185	Carson Arnold Ctr SE	Bench		
186	Carson Harbor View NW	Bench		
187	Carson Harbor View SE	Bench		
188	Carson Evonda SE	Bench		
189	Carson Evonda NE	Bench		
190	223rd Moneta SW	Bench		
191	Moneta 224th NE	Bench		
192	Moneta Shadwell NE	Bench		
193	223rd Dolores NW	Bench	Trash receptacle	
194	223rd Dolores SW	Bench		
195	223rd Grace NW	Bench	Trash receptacle	
196	223rd Grace SE	Bench		

197	223rd_Bonita NW	Bench	Trash receptacle	Shelter
198	223rd_Edgar NE	Bench	Trash receptacle	Shelter
199	223rd_Lucerne NW	Bench	Trash receptacle	
200	223rd_Marathon SW	Bench		
201	Sepulveda_Figueroa NW	Bench		
202	Sepulveda_Figueroa NE	Bench		
203	Sepulveda_Main NW	Bench	Trash receptacle	
204	Sepulveda_Dolores SE	Bench		
205	Sepulveda_Panama NW	Bench		
206	Sepulveda_Panama SE	Bench		
207	Lomita_Figueroa NW	Bench		
208	Meadbrook_Lysander NW	Bench	Trash receptacle	
209	Meadbrook_Rainsbury NE	Bench		

Benches	Trash Receptacles	Shelters
209	85	50

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 2.2 (Method of Compensation) is hereby amended to read as follows:

"2.2 Method of Compensation.

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

II. Section 2.4 (Invoices) is hereby amended to read as follows:

"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 ***thirty (30)*** ~~forty-five (45)~~ days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ***for five (5) years*** ~~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")."

IV. Section 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read as follows:

"4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, 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."

V. Section 6.1 (Records) is hereby amended to read as follows:

"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."

VI. Section 6.2 (Reports) is hereby amended to read as follows:

"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. ***As part of the Services, Consultant shall maintain all Service records as necessary for good business practices and as required by City, Los Angeles County Metropolitan Transportation Authority, and applicable state and federal laws and regulations. Such records shall be available to the City upon request of the Contract Officer.*** 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."

VII. Section 9.1 (Notices) is hereby amended to read as follows:

"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~~.~~ ***or to an email address designated by Consultant; Consultant shall notify the Contract Officer of the designated email address promptly following execution of this Agreement.*** Either party may change its address ***(and in the case of Consultant, also its designated email 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***, or immediately upon transmittal if sent by the City via email as provided in this Section***."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall perform the Services for a flat monthly rate of $9,803.53, including all costs and expenses.**

II. **The City will compensate Consultant for the Services performed upon submission of a valid invoice in accordance with Section 2.4. Each invoice is to include:**

A. Line items describing the Services performed and the relevant period of Services.

B. A statement of the flat monthly rate charged pursuant to Section I of this Exhibit.

III. **The total compensation for the Services shall not exceed $588,212.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services on an ongoing basis throughout the Term of this Agreement in accordance with the following schedule:

A. Bus stop cleaning services: During regular service days and regular service hours, as provided in Section I.F of Exhibit "A," with each City transit stop being serviced once per month according to a schedule to be established by Consultant, subject to Contract Officer approval.

B. Inspections for cleanliness: Each transit stop shall be inspected once on each regular service day, as provided in Section I.G of Exhibit "A," according to a schedule to be established by Consultant, subject to Contract Officer approval.

C. Power washing service requested by the Contract Officer based on urgent need of cleaning per Section I.H of Exhibit "A": Consultant's office and field staff shall be available to receive such service requests during regular service days and regular service hours, as provided in Section I.F of Exhibit "A," and Consultant shall complete the requested power washing service within one business day of the Contract Officer's request, as provided in Section I.H of Exhibit "A."

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

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH BROSEMER SPORTS TURF TO PROVIDE INFIELD LASER LEVELING AND MAINTENANCE SERVICES AT CALAS, CARRIAGE CREST, CARSON, DEL AMO, DOLPHIN, DOMINGUEZ, FOISIA, HEMINGWAY, STEVENSON, AND VETERANS PARKS (CITY COUNCIL)

I. SUMMARY

The Community Services/Recreation/Park Maintenance Department, through its Park Maintenance Division, is responsible for maintaining the City's network of 21 baseball and softball fields located throughout the park system. These fields are heavily used year-round by youth sports leagues, adult recreation programs, school teams, and the general public. Due to continuous use and exposure to weather conditions, many of these fields have developed uneven playing surfaces and compacted soil, creating drainage issues and reducing overall safety and playability. To restore proper field grading and ensure safe, high-quality conditions for all users, staff has determined that precision laser leveling is required. This process regrades the infield surface with a high degree of accuracy, improving field consistency, player safety, and long-term maintenance efficiency.

On May 29, 2025, the City issued Request for Proposals (RFP) No. 25-030 seeking qualified contractors to provide laser leveling services for the City's baseball and softball fields (Exhibit No. 2). The City received two proposals in response (Exhibit No. 3). After a comprehensive evaluation of each proposer's qualifications, pricing, and service methodology, staff recommends that the City Council award a three-year Contract Services Agreement to Brosemer Sports Turf in a total not-to-exceed amount of $834,873. This agreement will allow the City to systematically restore and maintain its athletic fields to a professional standard, ensuring safe and enjoyable recreational opportunities for the community.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE the proposed Contract Services Agreement with William Brosemer dba Brosemer Sports Turf (Exhibit No. 1; Agreement); and,
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

The Community Services/Recreation/Park Maintenance Department, through its Park Maintenance Division, is responsible for maintaining the multi-use baseball and softball fields located throughout the City's park system. These fields are used year-round by youth leagues, adult recreation programs, school teams, and the general public, making them some of the most heavily utilized recreational assets in the community. Following a recent comprehensive survey and evaluation of all 21 baseball and softball fields, staff identified widespread grading and surface deficiencies caused by continuous use, heavy foot traffic, and weather exposure. Specifically, staff observed:

- Uneven playing surfaces that cause inconsistent ball bounces and affect game play.
- Improper grading and drainage, resulting in water pooling, game cancellations, and long-term field deterioration.
- Compacted and low-lying areas, particularly around bases, pitcher's mounds, and home plate, that create safety hazards and poor field conditions.

To address these recurring issues, staff determined that implementing a multi-year precision laser leveling program is the most effective and sustainable solution. Laser leveling restores infields to a smooth, even, and properly graded condition, significantly improving playability, player safety, and overall field appearance. The process also extends the lifespan of infields between major renovations by ensuring accurate grading and optimal drainage, reducing future maintenance costs. The benefits of this preventative maintenance approach were demonstrated earlier in 2025, when laser leveling was completed at Carson Park, Dolphin Park, and Dominguez Park, resulting in noticeably enhanced playability, improved drainage, and a more professional appearance.

To ensure consistent, high-quality outcomes, the Request for Proposals (RFP) No. 25-030 included a comprehensive scope of work outlining the following key tasks:

- Precision laser grading of all infields to achieve uniform slopes and proper drainage.
- Use of specialized equipment designed for sports turf applications.
- Restoration of infield lips and edges.
- Installation and tilling of new infield mix.
- Removal and reinstallation of infield hardware, including bases, to City specifications.

The RFP was publicly released via PlanetBids and the Daily Journal on May 29, 2025, with proposals due on June 26, 2025. The City received two proposals; one from Brosemer Sports Turf (Brosemer) and another from Merchant Landscape Services, Inc. (Merchant). Proposals were evaluated based on the criteria outlined in the RFP, including qualifications, experience, work plan, and cost. Brosemer Sports Turf received the highest ranking overall, demonstrating exceptional experience and expertise in sports turf laser leveling projects of similar size and scope. Additionally, Brosemer's proposed pricing was significantly lower than that of Merchant. Merchant's five-year cost proposal exceeded $3 million, while Brosemer's comparable proposal totaled $1,311,785, offering substantial cost savings to the City (see Exhibits Nos. 4-5).

A Notice of Intent to Award was issued to Brosemer on August 13, 2025. During subsequent contract negotiations, Brosemer raised several administrative concerns, which were resolved through modifications to the draft agreement. Key adjustments included:

- Reducing the contract term from five years to three years;
- Allowing Brosemer to terminate the agreement without cause with 90 days' written notice to the City;
- Retaining provisions that provide the City with pro-rata cost reductions for services not performed due to park closures or renovations; and
- Allowing any resulting cost savings to be redirected, if needed, toward on-call laser leveling services beyond the regular scope.

Additionally, staff identified that one field had been inadvertently omitted from the cost proposal worksheet during the RFP preparation process, which listed only 20 fields instead of 21. Brosemer agreed to honor its original pricing structure and include the omitted field without altering unit costs, ensuring that all project sites are fully covered while maintaining the fairness and integrity of the procurement process.

Based on the competitive selection process, favorable pricing, and demonstrated expertise, staff recommends that the City Council award and approve a three-year Contract Services Agreement with Brosemer Sports Turf for laser leveling services at all City baseball and softball fields in a total not-to-exceed amount of $834,873 (Exhibit No. 1). This contract will enable the City to systematically maintain its athletic fields at a high standard of quality, improving play conditions, extending field longevity, and ensuring safe and enjoyable recreational opportunities for all park users.

V. FISCAL IMPACT

Funding for these services, which include grading and precision laser leveling of all infields, use of specialized equipment to achieve uniform and properly sloped surfaces, restoration of infield lips, installation and tilling of new infield mix, and removal and reinstallation of infield hardware in accordance with athletic field specifications, is available in the Fiscal Year 2025-26 Adopted Operating Budget in the amount of $286,701, under Account No. 101-90-970-101-6004. No additional appropriation is required.

VI. EXHIBITS

1. Proposed Contract Services Agreement - Brosemer Sports Turf
2. RFP
3. Bid Register
4. Brosemer Proposal
5. Brosemer Cost Proposal

Attachments

(Brosemer) Laser Level - Maintenance Contract - draft (2034618.10).pdf

RFP 25-030 - ADDENDUM 1.pdf

BID REGISTER - RFP 25-030.pdf

Brosemer Proposal.pdf

Brosemer Cost Proposal.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

WILLIAM BROSEMER DBA BROSEMER SPORTS TURF

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
WILLIAM BROSEMER DBA BROSEMER SPORTS TURF

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and WILLIAM BROSEMER, a sole proprietorship, DBA BROSEMER SPORTS TURF ("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.

1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eight Hundred Thirty-Four Thousand Eight Hundred Seventy-Three Dollars ($834,873.00)** (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; (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 three (3) 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:

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

WILLIAM BROSEMER, a sole proprietorship, DBA BROSEMER SPORTS TURF

By:_____
Name: William Brosemer
Title: Owner

Address: 16700 Mair Dr.
Bakersfield, CA 93314

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

General: Consultant will provide laser leveling services for various City multi-use infields once a year, with each laser leveling service to include all items specified below.

A. When necessary, as determined by the Contract Officer and at no additional charge, strip and prepare the soil, level the surface, and install new sod around the perimeter arc of all fields to eliminate any infield lips and ensure compliance with regulation standards.

1. The lip distance shall conform to regulation size and be verified by the Contract Officer.

2. Any irrigation heads located along the lip shall be identified and relocated by the City.

B. Dump and dispose of all green waste at Consultant's expense; dumping or disposing of green waste on City property is prohibited.

C. Remove and re-install all hardware, including pitching rubbers, base pegs, and home plates.

D. Thoroughly water the infields, then rip, rototill, laser grade, compact, and finish drag all infields using Turface Pro League Elite Red.

E. Supply and install Gails Materials Pro Gold infield mix (without stabilizer) and Turface Pro League Elite Red Top dressing, following the manufacturer's specifications.

F. Ensure all infields have positive drainage runoff with a slope of at least 0.5-1%, if possible, directed toward the outfield or foul area.

G. Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope, using materials and dimensions provided by the City.

H. The City will locate and mark irrigation components prior to the commencement of work.

I. All fields serviced pursuant to this section must be fully playable by March 1 of each season.

II. The infields of the baseball and softball fields that will require the Services described in Section I are at the following parks:

Location	Sq. Footage (Approx)	Lip Footage (Approx)
Calas Park, 1000 E. 220th Street, Carson, CA 90745 (1 field)	14,287	218
Carriage Crest Park, 23800 S. Figueroa Street, Carson, CA 90745 (3 fields)	17,538	245
	10,581	188
	15,000	200
Carson Park, 21411 Orrick Avenue, Carson, CA 90745 (2 fields)	10,000	180
	7,817	176
Del Amo Park, 703 E. Del Amo Boulevard, Carson, CA 90746 (2 fields)	16,785	254
	11,229	200
Dolphin Park, 21205 Water Street, Carson, CA 90745 (2 fields)	12,600	208
	22,398	315
Dominguez Park, 21330 Santa Fe Avenue, Carson, CA 90810 (2 fields)	18,682	261
	10,000-15,000	200
Foisia Park, 23410 Catskill Avenue, Carson, CA 90745 (3 fields)	20,630	278
	10,581	200
	19,895	244
Hemingway Park, 700 E. Gardena Boulevard, Carson, CA 90746 (2 fields)	21,164	303
	10,110	198
Stevenson Park, 17400 Lysander Drive, Carson, CA 90746 (2 fields)	21,783	291
	13,334	226

Veterans Park, 22400 Moneta Avene, Carson, CA 90745 (2 fields)	22,704	264
	10,548	201

III. Notwithstanding the foregoing, Consultant and City acknowledge that no work will be necessary at Foisia Park or Carriage Crest Park until a date to be determined by the Contract Officer, as those parks are currently closed for renovation projects and their exact reopening dates are not known as of the effective date of this Agreement. Consultant shall not perform any services at those parks, nor be entitled to any compensation therefor, until they are reopened and the Contract Officer directs Consultant to commence services at such parks. Such Contract Officer direction may not be given immediately following reopening of such parks, as the need for services may not arise until later. City shall not have any obligation to authorize Consultant to perform any additional or replacement services or pay any compensation to Consultant for any services that are not performed due to the closure of or subsequent lack of immediate need for services at such parks as provided in this paragraph. The provisions of this paragraph shall also apply to any other park which may be closed for renovation during the term of this Agreement, upon notice from the Contract Officer to Consultant.

IV. To the extent Contract Sum funds are unspent and available as a result of park closures due to renovation projects as described in Section III above, the Contract Officer may request, and upon request Consultant shall provide, on-call City park field laser leveling services in accordance with the following:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Upon receipt of a Task Order, Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, in accordance with the rates set forth in Exhibit "C-1" ("Task Budget"); 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.

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

A. Pre-construction meeting agenda

B. Site Specific Work Plan

C. Safety Plan

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

A. As requested by the Contract Officer.

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

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

A. William (Billy) Brosemer, Owner/Operator

B. Jordan Brown, Equipment Operator/Laborer

C. Mike Larson, Agronomist Consultant/Equipment Operator

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Subsection (d) (Professional Liability) of Section 5.1 (Insurance Coverages) is hereby deleted in its entirety.

II. Section 7.7 (Termination Prior to Expiration of Term) is hereby repealed and replaced 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 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 Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement 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 Consultant may determine, and where termination is without cause, any work that is underway and incomplete on any field must be completed by Consultant prior to expiration of such ninety (90) day notice period; Consultant shall allow a longer notice period if necessary to ensure completion of such work to the City's satisfaction prior to termination of the Agreement. Upon receipt of any notice of termination from City, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, 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 Consultant has initiated termination, 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the services pursuant to Sections I-III of Exhibit "A" for the following fixed fee amounts:

Diamonds Sq Ft	Diamonds Qty	Year 1	Year 2	Year 3
5,000 – 10,000	1	$10,711	$10,711	$10,711
10,000 – 15,000	10	$117,500	$107,500	$117,500
15,000 – 20,000	5	$73,740	$69,000	$69,000
20,000 – 25,000	5	$84,750	$84,750	$79,000
Totals:	**21 Diamonds**	**$286,701**	**$271,961**	**$276,211**
Total			**$834,873**	

Note: Any field not serviced due to the closure of a park for renovation as provided in Section III of Exhibit "A" shall result in a pro-rata reduction in compensation as provided in this paragraph, and the unspent amount shall be available for on-call services pursuant to Section IV of Exhibit "A." The pro-rata reduction for each field not serviced shall be equal to the amount specified for the relevant year for the applicable diamond square footage category as a whole divided by the quantity of diamonds in that category, as specified in the table above. For example, if the 17,538 square foot diamond in Carriage Crest Park is not serviced in Year 1, the total compensation specified for Year 1 in the table above ($286,701) would be reduced by $14,748, calculated as $73,740 (i.e., the total amount for 5 diamonds in the 15,000-20,000 square foot category in Year 1) divided by 5 (quantity of diamonds in that category) equals $14,748.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable rate(s) or fixed fee amount(s), with any pro-rata reductions.

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

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

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

III. The total compensation for the Services shall not exceed $834,873.00 as provided in Section 2.1 of this Agreement.

IV. Consultant shall perform the on-call services pursuant to Section IV of Exhibit "A" at the billing rates set forth in Exhibit C-1 attached.

EXHIBIT C-1

Materials and Personnel Rates for On-Call Services:

Gail Materials Pro Gold Mix	$95.07 per ton
Turface Conditioner	$925.00 per ton
Green Waste Disposal	$75.00 per ton
West Coast Turf Hybrid Fescue Sod	$0.65 center per sq. ft.
Mobilization	$500.00 per field
Administration Cost	$250.00 per field
Equipment Operator	$85.00 per hour
Project Manager	$100.00 per hour
Laborer	$75.00 per hour

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. All fields serviced pursuant to Sections I-III of Exhibit "A" shall be serviced in accordance with a schedule approved by the Contract Officer pursuant to Section II below and shall be playable by March 1 of each year.

B. All fields serviced pursuant to Section IV of Exhibit "A" shall be playable by the applicable Task Completion Date.

C. Working Hours: 7:00AM to 3:30PM, Monday through Thursday (excluding holidays);

1. Any additional working hours or days must be approved by the Contract Officer.

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

A. Upon Agreement execution, Consultant will develop a detailed, site-specific annual service schedule and safety plan in coordination with the Contract Officer.

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

ADDENDUM NO. 1

Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP): 25-030

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

INFIELD LASER LEVELING SERVICES

ISSUE DATE:	**05/29/2025**
MANDATORY JOB WALK:	**06/12/2025 | 8:00 AM – 12:00 PM**
QUESTIONS DEADLINE:	**06/16/2025 | 2:00 PM**
PROPOSAL DEADLINE:	**06/26/2025 | 9:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this contract. 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 RFP 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 25-030 and any details in PlanetBids, this RFP 25-030 shall control and govern.

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

Josilla Togiola, Purchasing Manager

ADDENDUM NO. 1

A. SUMMARY

The City of Carson; hereinafter referred to as "City", is seeking proposals from qualified contractors to provide athletic field laser leveling and as further detailed in the Project Scope and Specifications.

The City intends to award a five (5) year contract. Option years are not guaranteed and are at the City's sole discretion, and dependent on contractor performance and City funding. The City reserves the right to award one contract or to award multiple contracts to multiple contractors.

B. BACKGROUND

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.

C. RFP GENERAL POLICES

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

Proposals may be withdrawn prior to the RFP opening without prejudice upon written request to the Purchasing Office. No proposals 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.

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

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

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City.

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".

D. PROPOSAL REQUIREMENTS

All proposals in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure 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 bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed unresponsive. All proposals shall include the following, at minimum:

I. Required Proposal Sections – not to exceed 20 pages:

- ☐ **Proposer Qualifications** – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ **Key Staff and Team** – Identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ **Project Understanding** – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ **Project Approach and Work Plan** – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Work.
- ☐ **Subcontractor List (if applicable)** – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.

• The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

- ☐ **Cost File (Attached as Exhibit C)** – Include all labor costs, overhead costs, subconsultant costs,

and an itemized list for direct expenses. Include hourly rates for all personnel classifications/titles that would typically be required to complete the Scope of Work, any additional applicable fees that would be applicable. Include hourly rates for additional work which may be authorized by the City's Contract Officer. Include prevailing wage rates, if applicable.

- Cost Files must be submitted as a standalone document, utilizing the Cost File upload option in Planet Bids.
- 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.
- Permits, licenses and fees must be obtained at the awarded contractor's sole expense.
- Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

II. Required General Attachments (Attached as Exhibit A)

- ☐ **Bidder/Proposer Affidavit**
- ☐ **Affidavit of Non-Collusion and Non-Discrimination**
- ☐ **Affidavit of Non-Federal Lobbyist Requirement**
- ☐ **Debarment and Suspension Certification**
- ☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in the City's Form Contract (Attached as Exhibit B)
- ☐ **Client Reference List**
- ☐ **W9**
- ☐ **Modifications to the City's Form Contract (If applicable)**

- Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another proposer.

E. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov (310) 830-7600 ext. 1237

F. PROPOSER QUALIFICATIONS

Proposers and any subcontractors who do not meet the minimum qualifications will be disqualified. Proposers and any subcontractors shall provide proof of the following minimum qualifications and maintain qualifications:

- ☐ Valid State of California Contractor's License: **C-27** landscaping contractor license.
- ☐ Have qualified personnel with the prerequisite knowledge and experience to perform the required scope.
- ☐ A minimum of five (5) years previous relevant experience (Park, college, major league, or minor league)
- ☐ Demonstrated capability to complete the required scope.
- ☐ Qualification to conduct business in the City including, not limited to maintaining a City business license, maintaining the required Insurance, for the term of the Contract.
- ☐ Registration with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Contractor is responsible for maintaining active registration with the DIR for the duration of the contract. Pursuant to Labor Code Section 1773, this work is subject to prevailing wages as established by the DIR for the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information. Certified payrolls must be submitted to the DIR online portal.
- ☐ Attend mandatory Pre-Proposal Meeting. Pre-Proposal Meetings are held for the purpose of allowing interested vendors to view the job site and ask any questions. Where there exists a mandatory pre-proposal meeting, only those vendors present during the meeting will be considered for award. Proposers are encouraged to arrive early. Attendance will be recorded.

Mandatory Job-Walk (RFP 25-030)
June 12, 2025 – 8:00 AM – 12:00 PM

#	Park	Type	Address	Start Time	End Time	# of Fields
*	Carriage Crest	Multi Use Field	23800 S Figueroa St, Carson, CA 90745			3
*	Foisia Park	Multi Use Field	23410 Catskill Ave, Carson, CA 90745			3
1	Hemingway Park	Multi Use Field	700 E. Gardena Blvd. Carson, CA 90746	8 am	8:15 am	2
2	Stevenson Park	Multi Use Field	17400 Lysander Dr. Carson, CA 90746	8:30 am	8:45 am	2
3	Dolphin Park	Multi Use Field	21205 S. Water St. Carson, CA 90745	9 am	9:15 am	2
4	Dominguez Park	Multi Use Field	21330 Santa Fe Ave. Carson, CA 90810	9:30 am	9:45 am	2
5	Calas Park	Multi Use Field	1000 E. 220th St. Carson, CA 90745	10 am	10:15 am	1
6	Veterans Park	Multi Use Field	22400 Moneta Ave. Carson, CA 90745	10:45 am	11:00 am	2
7	Carson Park	Multi Use Field	21411 Orrick Ave. Carson, CA 90745	11:15 am	11:30 am	2
8	Del Amo Park	Multi Use Field	703 E Del Amo Blvd. Carson, CA 90745	11:45 am	12:00 pm	2

* = Site is currently under construction and will not be visited.

G. PROJECT LOCATION AND SCHEDULE

Job Location: Citywide

Job Work Schedule: To be determined.

Anticipated Procurement Schedule (Subject to changes)		
	Award of Contract	July 2025
	Contract Execution	July 2025
	Begin Engagement	ASAP

H. INSURANCE REQUIREMENTS

The selected contractor must comply with insurance requirements as detailed in the Contract Services Agreement and as listed below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid requirements.

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, and Work Comp coverages with valid effective dates
General Liability: Additional Insured and Waiver of Subrogation must be checked.
Auto Liability: Additional Insured and Waiver of Subrogation must be checked.
Workers Compensation: Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

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

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

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

GL Endorsements:

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

Automobile Liability Provisions:
Coverage form ISO 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 insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

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

WC Endorsements:

1. Waiver of Subrogation endorsement in favor of City of Carson

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT(S)

The City intends to award a one (1) year contract. Option years are not guaranteed and must be upon mutual written agreement of the parties. The cost of the services shall remain firm for the term of the initial agreement and option years, if any.

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section § 2611 (b)(1)(2)(3)(4) Competitive Bidding (c) Professional Services Procurement and shall be based on (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

J. OTHER REQUIREMENTS

Prevailing Wage Required: YES

Performance Bond Required: NO

K. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until opened.

Unless all bids are rejected as provided in the City's purchasing ordinance, all contracts of the City shall be awarded to the lowest responsible and responsive bidder. "Lowest responsible and responsive bidder" means the bidder who submits the lowest monetary bid that responds to the terms upon which bids were requested, and who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.

The City will use the following criteria to evaluate proposals:

Evaluation Criteria	Points
Demonstrated understanding of work requested and ability to provide requested services.	30 Points
Quality of Firm – Technical skill, experience, performance, and approach.	25 Points
Demonstrated familiarity with City, County, and State procedures.	10 Points
Reference	15 Points
Completeness and Quality of Proposal	20 Points
Total	100 Points

A minimum score of 70 points will be needed for a proposer to be deemed responsible. From among all such proposers, City will select the lowest responsive bid for award of the contract.

ADDENDUM NO. 1

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal or allow for the correction of errors and/or omissions; (3) Conduct qualification interviews with highest ranked proposer(s) prior to a final selection; (4) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (5) Disregard all non-conforming, non-responsive, or conditional proposals; (6) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (7) Award a contract based solely on the submittal; (8) Select the proposal that will best meet the needs of the City; (9) Request clarification of any proposal; (10) Negotiate the Contract Services Agreement terms with tentatively selected proposer(s); and (11) Modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

Proposals shall be kept confidential until the conclusion of the RFP process, including award and negotiation of the terms and any and all contracts awarded or proposed to be awarded.

All proposers will be notified of an intended award determination by issuance of a Notice of Intent to Award via PlanetBids Vendor Portal. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

SCOPE OF SERVICES (RFP 25-030)
INFIELD LASER LEVELING SERVICES

The Contractor hereby acknowledges that before submitting their bid for this Contract, that the Contractor has visited all existing areas to be laser leveled, verified the approximate size of the multi-use fields, noted each location for the proposed work, and informed themselves fully as to all conditions which might affect the specified work. The Contractor shall not be relieved of liability under this Contract, nor the City be held liable, for any loss sustained by the Contractor as a result of any variance between the conditions as referred to in the Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

Note to Bidders: All quantities are an approximation, and it is the responsibility of the Bidders to verify the accuracy of the quantities and the inclusion of all work necessary for a complete and fully operational laser leveling. Any inaccuracy of the quantities does not relieve any Bidder of its responsibility or requirement to complete laser leveling. Laser leveling schedule will be determined by City in pre-construction meeting.

The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, materials, supervision, and transportation necessary to fully perform and complete in a workmanlike manner to the satisfaction of the City, and in compliance with the provisions and requirements hereof, all work required to complete the Project. Contractor must dump and dispose of waste and use City dumpsters located at parks. City of Carson has a contract with Waste Resources for all trash disposals and therefore must use Waste Resources for any dumpster/roll of bins etc. Contractor must possess a C-27 state license.

City Review of Work: The Contractor shall arrange for approval of all work. The Contractor shall contact the City's Contract Manager a minimum of 48 hours (2 workdays) in advance of the time approvals are required. Before Contractor can be paid, the City's Contract Officer will meet with the Contractor to approve the work and to assure all work has been properly completed and conforms to the project scope of work.

Substitution of Materials: Specific reference to manufacturer's name and products indicated in the project scope of work are used as standards. This implies no right to substitute other materials or methods without written approval of the City's Contract Officer. Any proposed substitution of a product shall be submitted to the City for approval. The City's preferred infield mix is Gail's Pro Gold (no stabilizer) and Turface Pro League Elite Red Top dressing

Delivery and Storage: All materials shall be delivered to the work sites in an undamaged condition, with manufacturer's label intact, describing contents/materials and manufacturer when applicable. The materials shall be protected against damage, and stored, if necessary, in a location approved by the City. Contractor shall replace damaged material at no additional cost to the City.

Vehicular Access: All contractors vehicles, equipment, and machinery shall be restricted to those

areas identified by the City for ingress and egress from the work sites where applicable. To

minimize damage to existing improvements, Contractor's vehicles and equipment shall operate only in those areas immediately adjacent to the work sites.

Stockpiling: No equipment storage or material stockpiling shall be permitted at the work sites unless approved by the City's Contract Officer. The City takes no responsibility or liability in any vandalism or damage to the material, if stockpiling is allowed.

SAFETY REQUIREMENTS

Public Safety and Cooperation – All City baseball and softball field renovation work shall be conducted in a manner as to cause the least possible interference or annoyance to others.

Unless the work area is totally barricaded or otherwise kept safe, at least one worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.

Noise levels resulting from work operations shall be kept to the minimum at all times and shall comply with any noise ordinance of the City of Carson.

Operation or work equipment should take place during normal City business hours [7:00 AM – 3:30 PM], Monday through Thursday. No work is to be conducted on Fridays, weekends or any City-recognized holidays unless prior written approval has been granted by the City's Contract Officer. The Contractor shall remove all debris from the multi-use fields.

SCOPE OF WORK

The scope of work includes and is not limited to:

1. As needed, strip, prepare soil, level and install new sod around the perimeter arc of all fields to remove any infield lips to meet regulation standard. Distance of lip shall be regulation size and confirmed with contract officer. Any irrigation heads along lip will be marked and moved by City staff.
2. Dump and dispose of green waste at contractor's expense, City does not allow dumping/disposing of green waste on City property.
3. Remove and re-install all hardware such as pitching rubbers, base pegs, and homeplate.
4. Water in heavy, rip, rototill, laser grade, compact and finish drag all infields with Turface Pro League Elite Red.
5. Provide and install Gails Materials Pro Gold infield mix (no stabilizer) and Turface Pro League Elite Red Top dressing according to manufacturer's specifications.
6. Ensure positive drainage runoff of all infields at a minimum of .5-1% (if possible) pitched towards outfield or foul area.
7. Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope (materials and dimensions provided by the City).
8. Irrigation components will be located and marked by the City prior to the start of work.
9. Fields must be playable before March 01 of every season.

SITE LOCATIONS/DIAMONDS

Note to Proposers: The following quantities are an approximation, and it is the responsibility of the Proposers to verify the accuracy of the quantities and the inclusion of all work necessary for a complete and fully operational laser leveling. Any inaccuracy of the quantities does not relieve the Proposer of its responsibility or requirement to complete the laser leveling services.

Location	Sq. Footage (Approx.)	Lip Footage (Approx.)
Calas Park - 1000 E. 220th St., Carson, CA	14,287	218
Carriage Crest Park - 23800 S. Figueroa Street, Carson, CA	17,538	245
	10,581	188
	15,000	200
Carson Park - 21411 Orrick Ave., Carson, CA	10,000	180
	7,817	176
Del Amo Park - 703 E. Del Amo Blvd., Carson, CA	16,785	254
	11,229	200
Dolphin Park - 211205 Water St., Carson, CA	12,600	208
	22,398	315
Dominguez Park - 21330 Santa Fe Ave., Carson, CA	18,682	261
Foisia Park - 23410 Catskill Ave., Carson, CA	20,630	278
	19,895	244
Hemingway Park - 700 E. Gardena Blvd., Carson, CA	21,164	303
	10,110	198
Stevenson Park - 17400 Lysander Dr., Carson, CA	21,783	291
	13,334	226
Veterans Park - 22400 Moneta Ave., Carson, CA	22,704	264
	10,548	201

COST FILE (RFP 25-030)
INFIELD LASER LEVELING SERVICES

Table A. Yearly Laser Leveling

Include lump sum pricing for each City identified laser level infield multi-use fields 1/year (refer to "Site Locations/Diamonds" in Project Scope and Specifications). Pricing should include:

1. As needed, strip, prepare soil, level and install new sod around the perimeter arc of all fields to remove any infield lips to meet regulation standard. Distance of lip shall be regulation size and confirmed with contract officer. Any irrigation heads will be marked and moved by City staff.
2. Dump and dispose of green waste at contractor's expense, City does not allow dumping/disposing of green waste on City property.
3. Remove and re-install all hardware such as pitching rubbers, base pegs, and homeplate.
4. Water in heavy, rip, rototill, laser grade, compact and finish drag all infields with Turface Pro League Elite Red.
5. Provide and install Gails Materials Pro Gold infield mix (no stabilizer) and Turface Pro League Elite Red Top dressing according to manufacturer's specifications.
6. Ensure positive drainage runoff of all infields at a minimum of .5-1% (if possible) pitched towards outfield or foul area.
7. Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope (materials and dimensions provided by the City).
8. Irrigation components will be located and marked by the City prior to the start of work.
9. Fields must be playable before March 01 of every season.

LASER LEVELING AND INFIELD MIX ONLY						
Diamonds Sq. Ft.	Diamonds Qty	Price				
		Year 1	Year 2	Year 3	Year 4	Year 5
5,000-10,000	1	$	$	$	$	$
10,000-15,000	9	$	$	$	$	$
15,000-20,000	5	$	$	$	$	$
20,000-25,000	5	$	$	$	$	$
Totals	21 Diamonds	$	$	$	$	$

EXHIBIT A

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐Board Resolution

☐Corporate or Business Professions Code

IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

I hereby swear (or affirm) under the penalty of perjury:

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 an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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 or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name 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 civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

Authorized Official:

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 202__ ("RFP"/"IFB"/"RFQ"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

[PLEASE CHECK ALL THAT APPLY]

____ General Liability

____ Automobile Liability

____ Worker's Compensation

____ Professional Liability

____ Pollution Liability

Other Insurance Provisions:

____ Cyber Liability

____ Crime Insurance

____ Bonds

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

Signature Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2017 by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, _____ ("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 _____ Dollars ($_____) (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:

_____

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____
_____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

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

A.

B.

C.

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

EXHIBIT C

COST FILE (RFP 25-030)
INFIELD LASER LEVELING SERVICES

Table A. Yearly Laser Leveling

Include lump sum pricing for each City identified laser level infield multi-use fields 1/year (refer to "Site Locations/Diamonds" in Project Scope and Specifications). Pricing should include:

1. As needed, strip, prepare soil, level and install new sod around the perimeter arc of all fields to remove any infield lips to meet regulation standard. Distance of lip shall be regulation size and confirmed with contract officer. Any irrigation heads will be marked and moved by City staff.
2. Dump and dispose of green waste at contractor's expense, City does not allow dumping/disposing of green waste on City property.
3. Remove and re-install all hardware such as pitching rubbers, base pegs, and homeplate.
4. Water in heavy, rip, rototill, laser grade, compact and finish drag all infields with Turface Pro League Elite Red.
5. Provide and install Gails Materials Pro Gold infield mix (no stabilizer) and Turface Pro League Elite Red Top dressing according to manufacturer's specifications.
6. Ensure positive drainage runoff of all infields at a minimum of .5-1% (if possible) pitched towards outfield or foul area.
7. Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope (materials and dimensions provided by the City).
8. Irrigation components will be located and marked by the City prior to the start of work.
9. Fields must be playable before March 01 of every season.

LASER LEVELING AND INFIELD MIX ONLY						
Diamonds Sq. Ft.	Diamonds Qty	Price				
		Year 1	Year 2	Year 3	Year 4	Year 5
5,000-10,000	1	$	$	$	$	$
10,000-15,000	9	$	$	$	$	$
15,000-20,000	5	$	$	$	$	$
20,000-25,000	5	$	$	$	$	$
Totals	21 Diamonds	$	$	$	$	$

City Clerk's Office
RECEIVED 6-26-25 9:00 a.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-030 – INFIELD LASER LEVELING SERVICES*

BID OPENING DATE: *06-26-25* **TIME:** *9:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Brosemer Sports Turf	Billy Brosemer	6/26/25 8:47 a.m.	—		
2.	Merchants Landscape Services Inc.	Mark Brower	6/26/25 8:35 a.m.	—		
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Opened By: N/A (Print Legibly) _____ (Initials) Staff Present: Modesto Bolanos (Print Legibly) MB (Initials)

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)
Senior Buyer

Proposal for Infield Laser Leveling Services

RFP: 25-030 - Infield Laser Leveling Services

ISSUE DATE: 05/29/2025

MANDATORY JOB WALK: 06/12/2025 | 8:00 AM – 12:00 PM

QUESTIONS DEADLINE: 06/16/2025 | 2:00 PM

PROPOSAL DEADLINE: 06/26/2025 | 9:00 AM

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

Submitted By: Brosemer Sports Turf, 16700 Mairs Dr. Bakersfield, CA 93314, 315-369-8459, Brosemerballfields@gmail.com, www.Brosemerballfields.com

Date: June 24, 2025

I. Proposer Qualifications

Brosemer Sports Turf is not your typical landscaping contractor, athletic field renovation and construction is all that we do. This niche has quickly caused us to become a leading provider of comprehensive sports turf management and athletic field renovation services, specializing in precision laser leveling. Our crew has over 25 years of dedicated experience in the sports turf industry and 2 former MILB groundskeepers leading the team we have cultivated a reputation for excellence, reliability, and delivering superior playing surfaces. Our expertise encompasses all aspects of infield maintenance, construction, and renovation, ensuring optimal playability, safety, and aesthetic appeal for athletic facilities of all levels from MLB all the way to tball fields.

Our core areas of expertise include:

- Advanced Laser Leveling: Utilizing state-of-the-art laser grading technology for unparalleled precision in infield grading, ensuring consistent and optimal drainage.
- Infield Mix Management: Expert application and integration of high-quality infield mixes and top dressings, tailored to specific field requirements.
- Drainage Solutions: Implementing effective positive drainage systems to prevent water accumulation and maintain field integrity.
- Sod Installation & Renovation: Skilled in the precise installation and maintenance of natural grass surfaces across the entire playing surface.
- Full-Service Field Hardware Management: Efficient removal and re-installation of all infield hardware, including pitching rubbers, base pegs, and home plates.

We are committed to delivering the highest standards of workmanship, leveraging our extensive experience to provide durable, safe, and professional-grade athletic fields that meet and exceed regulatory standards and client expectations. Brosemer Sports Turf holds a valid California Contractor's License (#1135421) C-27 Landscaping Contractor, further affirming our compliance and capability.

II. Key Staff and Team

Brosemer Sports Turf prides itself on a team of highly skilled and experienced professionals dedicated to delivering exceptional results. Our project team for the City of Carson Infield Laser Leveling Services will be led by:

Billy Brosemer – Owner/Operator

- Skills & Qualifications: 11 years of experience in sports turf management, having worked for the AAA Washington Nationals and High A Seattle Mariners farm teams as assistant and head groundskeeper. Billy is not only the owner of the company but will be the primary contact and equipment operator for all work. Billy is a laser grading and dirt work specialist, extensive knowledge of infield construction and maintenance, project coordination, quality control, client communication.
- Experience:
    - Assistant Groundskeepers Syracuse Chiefs AAA Team for Washington Nationals now Syracuse Mets.
    - Head Groundskeepers Bakersfield Blaze High A team for the Seattle Mariners.
    - Head Groundkeeper Northwest Bakersfield Baseball Association
        - Performed full turf and infield renovations on 13 baseball and softball fields ranging from full size fields to t-ball fields. Over saw 3-person crew performing daily field maintenance.
    - Grade checker and equipment operator for Westrock General engineering.
    - Owner Brosemer Sports Turf

Jordan Brown – Equipment operator/Laborer

- Skills & Qualifications: 2 years of hands-on experience in athletic field construction and renovation, expert in operating heavy equipment (laser graders, rototillers, compactors), detailed understanding of soil preparation and infield mix application, on-site problem-solving.

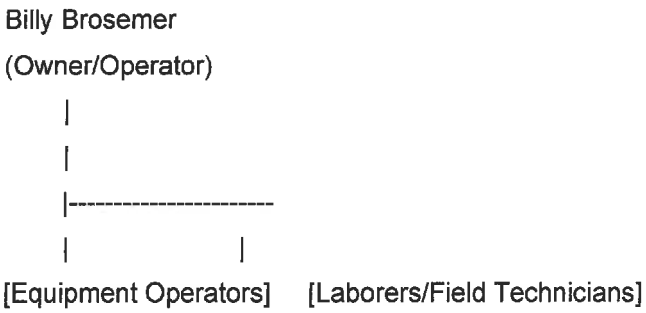
- Experience: Jordan has been working for Brosemer Sports Turf for the last 2 years and is a jack of all trades. From laser grading to mound rebuilds, field layouts and resodding he has quickly mastered all the skills of the trade.

Mike Larson- Agronomist Consultant/ Equipment operator

- Skills & Qualifications: 20 plus years of hands-on experience in athletic field groundskeeping, construction and renovation. Over Mike's career he has held every job there is to have in the sports turf industry. He is an turf agronomy, baseball and softball field expert. He has extensive knowledge in operating every piece of equipment in the athletic field industry, from mowers, spray rigs, aerators, sod cutters you name it he has ran it!
- Experience: Mike has worked as the head groundskeeper for 6 different MILB team, 3 different D1 College programs most recently at USC, Texas Tech and UC San Diego. Mike brings many years of experience and expertise to our team.

Proposed Project Structure:

Owner/ Operator Billy is not only the owner of the company but the primary project manager and equipment operator. He will be the primary contact source and will be onsite performing the work everyday. His last name is the name of the business so clear communication and top tier quality work is the standard.



Our team's collective expertise ensures efficient project execution, adherence to safety protocols, and superior quality control throughout the laser leveling and infield renovation process.

III. Project Understanding

Brosemer Sports Turf thoroughly understands the City of Carson's requirement for professional Infield Laser Leveling Services as outlined in RFP 25-030. We recognize the critical importance of maintaining high-quality, safe, and playable athletic fields for the community's recreational activities and competitive sports.

Our understanding of the project's key goals and objectives includes:

- Achieving Regulation Standards: Ensuring all infields are precisely laser leveled to remove lips and meet regulation standards, contributing to fair play and reducing injury risks.
- Optimizing Drainage: Implementing positive drainage runoff (0.5-1% slope) when able to prevent standing water, enhance field durability, and extend usability.
- Utilizing Specified Materials: Correctly applying and integrating Gail's Materials Pro Gold infield mix and Turface Pro League Elite Red Top dressing to insure long lasting and safe playing surface.
- Hardware Management: Efficiently removing and re-installing all necessary infield hardware, including bases, home plates, and pitching rubbers, along with new concrete base anchors and yellow rope.
- Green Waste Compliance: Proper and responsible disposal of green waste at the contractor's expense, adhering to the City's requirements for Waste Resources.
- Timely Completion: Ensuring fields are playable by March 01 of every season, supporting the City's recreational programming.
- Minimizing Disruption: Conducting work during specified City business hours (7:00 AM – 3:30 PM, Monday-Thursday) to minimize impact on park users.

- Compliance with Prevailing Wage: Acknowledging and adhering to all prevailing wage requirements as established by the California Department of Industrial Relations (DIR).

We recognize that this is a five (5) year contract opportunity, and Brosemer Sports Turf is committed to establishing a long-term, collaborative partnership with the City of Carson, consistently delivering high-quality services to maintain its valuable athletic field assets.

IV. Project Approach and Work Plan

Brosemer Sports Turf's project approach is designed for efficiency, precision, and minimal disruption, ensuring the delivery of high-quality laser-leveled infields. Our detailed work plan incorporates distinct stages, deliverables, milestones, and a clear timeline for each field.

Methodology: Our approach combines experienced personnel with cutting-edge laser grading technology to achieve precise results. We emphasize clear communication with the City's Contract Officer at every stage to ensure alignment and satisfaction.

Project Stages & Detailed Work Plan:

Stage 1: Pre-mobilization & Site Preparation

- Deliverables: Pre-construction meeting agenda, site-specific work plan, safety plan.
- Work Activities:
    - Coordination Meeting: Conduct a pre-construction meeting with the City's Contract Officer to confirm schedule, field access, irrigation component marking, and any site-specific considerations.
    - Permit & License Verification: Ensure all necessary City business licenses and DIR registrations are active.

- Equipment Mobilization: Transport all necessary tools, equipment (laser graders, rototillers, compactors, drags), and materials to the designated work sites. All vehicular access will be restricted to City-approved ingress/egress points.
- Public Safety Implementation: Establish appropriate safety measures, ensuring at least one worker coordinates safe ground operations when work is in progress. Noise levels will comply with City ordinances.
- Hardware Removal: Carefully remove and store all infield hardware (pitching rubbers, base pegs, home plates) for re-installation.
- Irrigation Marking: City staff will mark all irrigation components along the infield lip prior to work commencement.
- Pre work site survey: Is taking to determine exact needed quantities of materials as well choosing the correct drainage pattern to optimally get water off the surface as efficiently as possible.
- Drainage patterns include Conical design, Sheet flow design and split sheet flow design. Working within the given grades of the surrounding areas we will determine the best pattern and setup for laser grading accordingly.

Stage 2: Infield Laser Leveling & Soil Preparation

- Deliverables: Completed infield lip removal, prepared soil, laser-graded infield.
- Work Activities:
    - Infield Lip Removal: As needed, strip and prepare soil around the perimeter arc of all fields to remove infield lips, meeting regulation standards. Sod removal and disposal will be performed efficiently. When applicable relay new sod (Fescue sod from West Coast Turf) to correct grading and back arc dimensions.

- Back Arc Grading Correction: Many fields require the back arc sod cut out material removed to correct grad and new sod installed to create a seamless transition from infield skin to turf.
- Green Waste Disposal: All green waste generated will be promptly dumped and disposed of at the contractor's expense,
- Heavy Watering: Apply heavy water to the infields to achieve optimal moisture content for ripping and rototilling. Moisture needs to be minimum 3" into the infield skin profile to properly blend the added infield mix and prevent layering. We have come to know that water is the "glue" of the infield.
- Rip & Rototill: Thoroughly rototill all infields to a consistent depth 3-4", breaking up compaction and preparing the soil for laser grading. Using reverse rotation tiller in minimum of 2 directions is critical to insuring proper blend of old and new mix.
- Initial Laser Grade: Perform initial laser grading passes to establish the primary contours and drainage slopes. This insures that new mix will be spread evenly across the surface and subgrade matches the finish grade.

Stage 3: Infield Mix Installation & Final Grading

- Deliverables: Infield mix installed, positive drainage established, compact and finished infield.
- Work Activities:
  - Material Delivery: Deliver Gail's Materials Pro Gold infield mix and Turface Pro League Elite Red Top dressing to work sites in undamaged condition, with manufacturer labels intact.
  - Infield Scarify: Prior to new mix being installed we scarify the skin to insure proper bonding layer to layer.
  - Infield Mix Application: Provide and install Gail's Materials Pro Gold infield mix according to manufacturer's specifications.
  - Laser Grade & Compaction: Execute final laser grading passes to achieve the minimum 0.5-1% positive drainage runoff pitched towards the outfield

or foul area. Infields will be compacted with minimum 1,000lb roller to ensure stability and playability.

- Turface Top Dressing Application: Apply Turface Pro League Elite Red Top dressing 1/8" layer across all field spreading evenly.
- Finish Drag: Perform final finish dragging of all infields to create a smooth, consistent playing surface.

Stage 4: Hardware Re-installation & Final Inspection

- Deliverables: Re-installed hardware, playable fields, City approval.
- Work Activities:
  - Hardware Re-installation: Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope (materials and dimensions provided by the City).
  - Site Cleanup: Remove all debris from the multi-use fields.
  - Quality Assurance: Internal inspection to ensure all work meets project scope and specifications.
  - City Review: Contact the City's Contract Manager a minimum of 48 hours (2 workdays) in advance for final work approval. The City's Contract Officer will meet with Brosemer Sports Turf to approve the completed work.
  - Playability Confirmation: Ensure all fields are playable before March 01 of every season.

Project Timeline: Our team is fully committed to ensuring all fields are playable by March 01 of every season, a critical deadline for the City. Upon contract award, we will immediately develop a detailed, site-specific schedule in close coordination with the City's Contract Officer to efficiently complete all 21 diamonds annually. Our phased approach, adhering to 7:00 AM – 3:30 PM, Monday through Thursday operational hours (unless approved otherwise), is designed to minimize disruption while maximizing productivity and ensuring timely completion for the community's use.

V. Subcontractor List

Brosemer Sports Turf intends to perform all work required under this RFP with its internal team and will not being utilizing any subcontractors

Brosemer Sports Turf has reviewed the City's Form Contract (Exhibit B) and, at this time, does not propose any modifications. We are prepared to enter into an agreement based on the terms and conditions outlined in the provided form contract.

VI. Equipment

Brosemer Sports Turf is very fortunate to own multiple sports field specific renovation tools that allow us to provide high level results on all jobs.

- John Deere Tractor with Level Best TD72 Dual Slope Grade Box.
    - This machine utilizes top of the line Topcon 2d MC control system for laser grading allowing us to grade within 1/10 of an inch.
- Abi Force Z23 with Furtura Laser Grading MC.
    - This machine allows us to fine grade the top 1/2 " if the surface within 1/10 of an inch.
    - Multiple attachments can we used at 1 time so we scarify and finish drag the field at the same time insuring an efficient and consistent finished playing surface everytime.
- Spectra GL622n Dual Slope Laser
    - Capable of tilting on both axes for precise measurement of slopes.
    - Used when using a sheet flow or spilt sheet flow grading pattern on a sports field.
- Pro Shot Alpha-C Cone Grade Laser
    - Specifically designed for sports fields, drainage, It features a cone rotor head that can project up to ±4-degree conical slope, either up or down, in ¼ percent increments.

- This allows us to set the high point of the grade at the rubber and set a perfect slope 360 degrees from that point to insure most efficient draining patterns.

Brosemer Sports Turf is confident in its ability to provide the City of Carson with exceptional Infield Laser Leveling Services. We believe our qualifications, experience, and detailed approach align perfectly with the City's requirements and objectives. We look forward to the opportunity to partner with the City of Carson and contribute to the maintenance of its outstanding athletic facilities.

Brosemer sports turf

COST FILE (RFP 25-030)
INFIELD LASER LEVELING SERVICES

Table A. Yearly Laser Leveling

Include lump sum pricing for each City identified laser level infield multi-use fields 1/year (refer to "Site Locations/Diamonds" in Project Scope and Specifications). Pricing should include:

1. As needed, strip, prepare soil, level and install new sod around the perimeter arc of all fields to remove any infield lips to meet regulation standard. Distance of lip shall be regulation size and confirmed with contract officer. Any irrigation heads will be marked and moved by City staff.
2. Dump and dispose of green waste at contractor's expense, City does not allow dumping/disposing of green waste on City property.
3. Remove and re-install all hardware such as pitching rubbers, base pegs, and homeplate.
4. Water in heavy, rip, rototill, laser grade, compact and finish drag all infields with Turface Pro League Elite Red.
5. Provide and install Gails Materials Pro Gold infield mix (no stabilizer) and Turface Pro League Elite Red Top dressing according to manufacturer's specifications.
6. Ensure positive drainage runoff of all infields at a minimum of .5-1% (if possible) pitched towards outfield or foul area.
7. Reset and install new bases, home plates, and pitcher's rubbers, including new concrete base anchors with yellow rope (materials and dimensions provided by the City).
8. Irrigation components will be located and marked by the City prior to the start of work.
9. Fields must be playable before March 01 of every season.

LASER LEVELING AND INFIELD MIX ONLY						
Diamonds Sq. Ft.	Diamonds Qty	Price				
		Year 1	Year 2	Year 3	Year 4	Year 5
5,000-10,000	1	$ 10,711	$ 10,711	$ 10,711	$ 10,711	$ 9,711
10,000-15,000	9	$ 105,750	$ 96750	$ 105,750	$ 95,000	$ 95,000
15,000-20,000	5	$ 73,740	$ 69,000	$ 69,000	$ 73,740	$ 69,000
20,000-25,000	5	$ 84,750	$ 84,750	$ 79,000	$ 79,000	$ 79,000
Totals	21 Diamonds	$ 274,951	$ 261,211	$ 264,461	$ 258,451	$ 252,711

Cost file

- Gail Materials Pro Gold Mix- $95.07 Per Ton
- Turface Conditioner- $ 925 per ton
- Mobilization- $500 per field
- Administration cost- $250 per field
- Equipment operator- $85 per hour
- Project Manager- $100 per hour
- Laborer - $75 per hour
- Green Waste disposal- $75 per ton
- West Coast turf Hybrid Fescue Sod-$.65 cents per sqft.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY DBA JOHN DEERE FOR THE PROCUREMENT OF THREE (3) JOHN DEER GATOR TE AND ONE (1) PRO GATOR 2020A FOR THE COMMUNITY SERVICES DEPARTMENT/PARK MAINTENANCE DIVISION (CITY COUNCIL)

I. SUMMARY

The Community Services/Recreation/Park Maintenance Department, through its Park Maintenance Division, is requesting City Council approval to purchase three (3) new 2025 John Deere Gator TEs and one (1) Pro Gator 2020A to support and improve daily park maintenance operations. The Gators will allow staff to safely and efficiently transport tools, materials, and personnel throughout Carriage Crest Park and Foisia Park once renovations are completed, anticipated in December 2025 for Foisia Park and Spring 2026 for Carriage Crest Park. Of the three (3) gators that will be purchased, two (2) will be assigned to Carriage Crest Park, and the third to Foisia Park. The Pro Gator 2020A will further enhance the Division's turf care and maintenance capabilities, including activities such as de-thatching, topdressing, overseeding, and other general park upkeep. This gator will not be dedicated to a specific park; rather, it will travel to the facility requiring turf maintenance. To ensure cost efficiency and compliance with public purchasing standards, the equipment is proposed to be acquired through Sourcewell Cooperative Contract No. 112624-DAC, in an amount not to exceed $108,761.95.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Purchase Agreement with Deere & Company dba John Deere, an authorized Sourcewell vendor via Contract #112624-DAC, for the purchase of three (3) John Deere Gator TEs and one (1) Pro Gator 2020A for a total not-to-exceed cost of $108,761.95 (Exhibit No. 1; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The Community Services/Recreation/Park Maintenance Department, through the Park Maintenance Division, is responsible for maintaining the landscaped areas and grounds at the City's parks, recreational facilities, City Hall, and the Carson Event Center. Two major facilities under the Division's care, Carriage Crest Park and Foisia Park, are currently undergoing full-scale renovations that will deliver modern, high-quality recreational amenities for the community. When complete, these parks will feature a variety of new active and passive amenities, including:

- Three (3) pickleball courts
- Four (4) full basketball courts
- An artificial turf soccer/football field
- Six (6) multi-use fields
- A dedicated dog park
- Extensive landscaping and ornamental plantings

With the grand openings of these two parks approaching, Foisia Park anticipated in December 2025 and Carriage Crest Park in Spring 2026, it is essential that the Park Maintenance Division's equipment and operational standards expand to meet the needs of these upgraded, high-profile community spaces. To support this effort, staff is requesting City Council approval to purchase three (3) John Deere Gator TEs (two for Carriage Crest Park and the third for Foisia Park) and one (1) Pro Gator 2020A to enhance the Division's maintenance capabilities.

John Deere Gator TE: Operational Benefits

The John Deere Gator TE is an electric, utility-style maintenance vehicle that will provide the Division with several key advantages:

- Operational Efficiency: The Gators allow staff to move quickly across large park areas, transporting tools, debris, fertilizers, and irrigation materials efficiently. This mobility increases productivity and reduces time spent walking or driving large vehicles through the parks.
- Equipment Transport and Versatility: The Gators' compact design and rear cargo bed make it easy to carry hand tools, soil, plants, and small equipment directly to areas inaccessible by larger vehicles. Their versatility enables staff to complete a wider range of maintenance tasks with less downtime.
- Reduced Wear on Turf and Pathways: Because of their lightweight design, the Gators minimize turf compaction and reduce wear on landscaping and hardscape surfaces, helping preserve the parks' new plantings and turf.
- Sustainability and Noise Reduction: The Gators are fully electric and produce zero emissions, supporting the City's sustainability goals and improving air quality. They also operate much more quietly than gas-powered vehicles, creating a more pleasant experience for both staff and park visitors. With fewer moving parts, they require less maintenance and have lower long-term operating costs.

John Deere Pro Gator 2020A: Turf Maintenance and Efficiency

The Pro Gator 2020A is a specialized turf maintenance vehicle designed to improve the Division's ability to care for fields and large grassy areas.

- Reduced Turf Compaction and Surface Damage: The Pro Gator's light frame and turf-friendly tires distribute weight evenly, minimizing soil compaction and protecting turf root systems. This reduces damage to playing fields, particularly during wet conditions or heavy use.
- Enhanced Efficiency for Turf Renovation Projects: The Pro Gator is capable of towing and operating attachments such as topdressers, aerators, and sprayers. This allows crews to perform de-thatching, topdressing, overseeding, and other turf renovation tasks quickly and effectively—helping maintain high-quality playing surfaces and reducing downtime between field uses.
- Improved Mobility Between Sites: The Pro Gator's compact size allows it to be easily transported between parks using existing trailers, enabling crews to respond to maintenance needs across multiple facilities without requiring specialized hauling equipment.

Procurement Process

Section 2611(g) of the City's Municipal Code (CMC) authorizes the City to participate in cooperative purchasing programs with other public agencies, allowing the City to purchase materials, supplies, and equipment without conducting a separate local bidding process. This method is permitted when the cooperative program has already conducted a competitive procurement process that complies with applicable public contracting laws. The City is a registered member of Sourcewell (Member ID #38521), a national cooperative purchasing agency that allows public entities to leverage competitively awarded contracts to reduce costs and increase efficiency. Sourcewell's Grounds Maintenance Contract #112624-DAC provides pre-negotiated pricing for John Deere equipment through Deere & Company.

The City's Purchasing Manager has verified that the Sourcewell procurement process satisfies the requirements of CMC Section 2611(g) and has therefore waived the formal bidding process for this purchase (see Exhibit 3). Consequently, should the City Council approve staff's recommendation, the City will purchase three (3) John Deere Gator TEs and one (1) Pro Gator 2020A through the Sourcewell cooperative purchasing contract for a total not-to-exceed amount of $108,761.95.

V. FISCAL IMPACT

Funds for this purchase are available in the Fiscal Year 2025-26 Adopted Budget and allocated across the following accounts:

- Account No. 101-90-970-107-8004: $18,761.95
- Account No. 101-90-970-105-8004: $90,000

These budgeted funds are designated for equipment purchases within the Community Services/Recreation/Parks Maintenance Department to support ongoing park and facility maintenance operations.

VI. EXHIBITS

1. Proposed Purchase Agreement
2. Deere & Company Proposal
3. Purchasing Waiver

Attachments

Deere & Company - Purchase Agreement.pdf
JOHN DEERE - PROPOSAL.pdf
SIGNED PURCHASING WAIVER - DEERE & COMPANY.pdf

PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
DEERE & COMPANY

THIS PURCHASE AGREEMENT ("Agreement") is executed this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and DEERE & COMPANY DBA JOHN DEERE, a Delaware corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

1. **Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the various John Deere equipment and accessories described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

2. **Description of Goods.** The Goods being sold by Seller to City consist of the one (1) John Deere ProGator 2020A (Gas) vehicle; three (3) John Deere Gator TE (Model Year 2026) vehicles; and accessories, including the three (3) open market four post canopies, as described herein and as specified in Exhibit "A."

3. **Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed **One Hundred Eight Thousand Seven Hundred Sixty-One Dollars and Ninety-Five Cents ($108,761.95)**, as provided in further detail in Exhibit "A."

4. **Term.** The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, and subject to any applicable warranty of the Goods.

5. **Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

5.1. Authority and Consents. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.2. Title and Operating Condition. Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's

specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The date and time of delivery of the Goods shall be no later than 90 days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

7. Place of Delivery. The Goods shall be delivered to City of Carson - Receiving Warehouse, 18620 S. Broadway, Building B, Gardena, CA 90248, and offloaded there by Seller. Seller may use the following Seller-contracted delivering dealer to complete this obligation: Stotz Equipment ("Delivering Dealer").

8. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods. If directed by Seller in the invoice, the payment may be mailed or submitted initially to Delivering Dealer for subsequent transmittal to Seller, but in all cases the payment will be made out to and ultimately remitted to Seller.

9. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

10. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

11. Insurance Coverages.

11.1 Types of Coverages. Seller 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) Commercial General Liability Insurance. 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, either the general aggregate

limit shall apply separately to this contract/location, or 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 Seller against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Seller 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.** 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 $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) **Subcontractors.** Seller 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 be subject to all of the requirements stated herein.

(e) **Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Seller 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 Seller.

11.2 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 Seller'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. 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, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller 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. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

12. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's or Delivering Dealer's negligent acts, omissions or willful misconduct, (b) Seller's or Delivering Dealer's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

13. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

17. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Contract Officer. Modesto Bolanos, Park Maintenance Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

19. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Deere & Company
2000 John Deere Run
Cary, NC 27513

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

20. Warranty and 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. Seller 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. Seller 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. Seller 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.

Seller's Authorized Initials NS

21. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

22. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

23. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

24. Termination. City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

25. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year first above written.

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

SELLER:

DEERE & COMPANY DBA JOHN DEERE, a Delaware corporation

Jennifer Smith
Name: Jennifer Smith
Title: Contract Administrator

Noah Sletten
Name: Noah Sletten
Title: B2B & B2G Sales Support
Address: 2000 John Deere Run
Cary. NC 27513

Two corporate officer signatures required when Seller 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. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SELLER'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~~ Illinois

COUNTY OF ~~LOS ANGELES~~ Rock Island

On Oct. 8, 2025 before me, Noahsleter personally appeared before me, 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: Tabitha Jolene Gibbs

OFFICIAL SEAL
TABITHA JOLENE GIBBS
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION NO. 994029
My Commission Expires July 23, 2028

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

09130/2025
_____
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Deere & Company

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF ~~CALIFORNIA~~ Illinois

COUNTY OF ~~LOS ANGELES~~ Rock Island

On Oct. 8, 2025 before me, Notary Public, personally appeared before me, 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: Tabitha Jolene Gibbs

OFFICIAL SEAL
TABITHA JOLENE GIBBS
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION NO. 994029
My Commission Expires July 23, 2028

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- ☐ OTHER_____

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_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING

Summary

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** July 9, 2025	$ 41,855.12 X	1 =	$ 41,855.12
open market 4 post canopy **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:**	$ 1,850.00 X	3 =	$ 5,550.00
JOHN DEERE GATOR™ TE (Model Year 2026) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** September 7, 2025	$ 16,996.77 X	3 =	$ 50,990.31
Equipment Total			**$ 98,395.43**

Trade In Total	**$ 0.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 98,395.43
Trade In	
SubTotal	$ 98,395.43
Sales Tax - (10.50%)	$ 10,331.52
ca tire fee	$ 35.00
Total	$ 108,761.95
Down Payment	(0.00)

*Pricing is per Sourcewell Grounds Maintenance Contract 112624-DAC (PG NB CG 70).

Selling Equipment

*Pricing is per Sourcewell Grounds Maintenance Contract 112624-DAC (PG NB CG 70).

JOHN DEERE ProGator 2020A (Gas)

JOHN DEERE ProGator 2020A (Gas)

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: July 9, 2025

Selling Price *
$ 41,855.12

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140GTC	ProGator 2020A (Gas)	1	$ 42,074.00	24.00	$ 10,097.76	$ 31,976.24	$ 31,976.24
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183N	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1191	4WD Traction Unit	1	$ 8,174.00	24.00	$ 1,961.76	$ 6,212.24	$ 6,212.24
2200	Factory Installed Auxiliary Hydraulics	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9776	Cargo Box	1	$ 3,092.00	24.00	$ 742.08	$ 2,349.92	$ 2,349.92
9778	Quick Connect Kit	1	$ 223.00	24.00	$ 53.52	$ 169.48	$ 169.48
9837	Canopy with Rear View Mirror	1	$ 1,049.00	24.00	$ 251.76	$ 797.24	$ 797.24
	Standard Options Total		**$ 12,538.00**		**$ 3,009.12**	**$ 9,528.88**	**$ 9,528.88**
	Dealer Attachments/Non-Contract/Open Market						
1234	open market Wiring for plug	1	$ 350.00	0.00	$ 0.00	$ 350.00	$ 350.00
	Dealer Attachments Total		**$ 350.00**		**$ 0.00**	**$ 350.00**	**$ 350.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			$ 54,962.00		$ 13,106.88	$ 41,855.12	$ 41,855.12

JOHN DEERE Gator TE (Model Year 2026)

JOHN DEERE GATOR™ TE (Model Year 2026)

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: September 7, 2025

Selling Price *
$ 50,990.31

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
55D1M	GATOR™ TE (Model Year 2026)	3	$ 15,699.00	17.00	$ 2,668.83	$ 13,030.17	$ 39,090.51
	Standard Options - Per Unit						
0202	United States	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
0505	Build to Order	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
4079	Less Roof and Panels	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
5008	Ultimate Protection Package	3	$ 765.00	17.00	$ 130.05	$ 634.95	$ 1,904.85
5105	Select Comfort and Convenience Package	3	$ 2,600.00	17.00	$ 442.00	$ 2,158.00	$ 6,474.00
	Standard Options Total		**$ 3,365.00**		**$ 572.05**	**$ 2,792.95**	**$ 8,378.85**
	Dealer Attachments/Non-Contract/Open Market						
BM22405	Beacon Light	3	$ 646.29	17.00	$ 109.87	$ 536.42	$ 1,609.26
BM22775	Side tool rack	3	$ 454.76	17.00	$ 77.31	$ 377.45	$ 1,132.35
BM22773	Tail Light Protectors	3	$ 135.89	17.00	$ 23.10	$ 112.79	$ 338.37
1234	open market fr wiring for plug	3	$ 350.00	0.00	$ 0.00	$ 350.00	$ 1,050.00
	Dealer Attachments Total		**$ 1,586.94**		**$ 210.28**	**$ 1,376.66**	**$ 4,129.98**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Additional Discounts						
	Multi-unit Discount	3			$ 203.01	$ -203.01	$ -609.03
	Additional Discount Total				**$ 203.01**	**$ -203.01**	**$ -609.03**
	Total Selling Price		$ 20,650.94		$ 3,654.17	$ 16,996.77	$ 50,990.31

Open Market 4 Post Canopy for Gator

open market 4 post canopy

Hours: 0

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Selling Price *
$ 5,550.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
ap-jg1 6g	canopy for gator	3	$ 1,850.00	0.00	$ 0.00	$ 1,850.00	$ 5,550.00
Total Selling Price			$ 1,850.00		$ 0.00	$ 1,850.00	$ 5,550.00

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Zachary Moore

Stotz Equipment 4811 Brooks Street
Montclair, CA 91763

Tel: 909-626-8586
Mobile Phone: 909-664-3209
Fax: 909-626-3767
Email: zmoore@stotzeq.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

Quote Summary

Prepared For:
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745
Business: 310-952-1758
MBOLANOS@CARSONCA.GOV

Delivering Dealer:
Stotz Equipment
Zachary Moore
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-664-3209
zmoore@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote Id: 33149669
Created On: 10 July 2025
Last Modified On: 08 September 2025
Expiration Date: 30 October 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** July 9, 2025	$ 41,855.12 X	1 =	$ 41,855.12
open market 4 post canopy **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:**	$ 1,850.00 X	3 =	$ 5,550.00
JOHN DEERE GATOR™ TE (Model Year 2026) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** September 7, 2025	$ 16,996.77 X	3 =	$ 50,990.31
Equipment Total			**$ 98,395.43**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 98,395.43
Trade In	
SubTotal	**$ 98,395.43**
Sales Tax - (10.50%)	$ 10,331.52
ca tire fee	$ 35.00
Total	$ 108,761.95
Down Payment	(0.00)

Salesperson: X_____ **Accepted By: X**_____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Stotz Equipment
2000 John Deere Run	4811 Brooks Street
Cary, NC 27513	Montclair, CA 91763
FED ID: 36-2382580	909-626-8586
UEID: FNSWEDARMK53	salesleads@stotzeq.com

Rental Applied	(0.00)
Balance Due	**$ 108,761.95**

Salesperson: X_____ **Accepted By: X_____**

Selling Equipment

Quote Id: 33149669 **Customer Name:** CITY OF CARSON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

JOHN DEERE ProGator 2020A (Gas)

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: July 9, 2025

Selling Price *
$ 41,855.12

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140GTC	ProGator 2020A (Gas)	1	$ 42,074.00	24.00	$ 10,097.76	$ 31,976.24	$ 31,976.24
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183N	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1191	4WD Traction Unit	1	$ 8,174.00	24.00	$ 1,961.76	$ 6,212.24	$ 6,212.24
2200	Factory Installed Auxiliary Hydraulics	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9776	Cargo Box	1	$ 3,092.00	24.00	$ 742.08	$ 2,349.92	$ 2,349.92
9778	Quick Connect Kit	1	$ 223.00	24.00	$ 53.52	$ 169.48	$ 169.48
9837	Canopy with Rear View Mirror	1	$ 1,049.00	24.00	$ 251.76	$ 797.24	$ 797.24
	Standard Options Total		**$ 12,538.00**		**$ 3,009.12**	**$ 9,528.88**	**$ 9,528.88**
	Dealer Attachments/Non-Contract/Open Market						
1234	open market Wiring for plug	1	$ 350.00	0.00	$ 0.00	$ 350.00	$ 350.00
	Dealer Attachments Total		**$ 350.00**		**$ 0.00**	**$ 350.00**	**$ 350.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 54,962.00**		**$ 13,106.88**	**$ 41,855.12**	**$ 41,855.12**

open market 4 post canopy

Hours: 0

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Selling Price *
$ 5,550.00

Selling Equipment

Quote Id: 33149669 **Customer Name:** CITY OF CARSON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
ap-jg1 6g	canopy for gator	3	$ 1,850.00	0.00	$ 0.00	$ 1,850.00	$ 5,550.00
Total Selling Price			**$ 1,850.00**		**$ 0.00**	**$ 1,850.00**	**$ 5,550.00**

JOHN DEERE GATOR™ TE (Model Year 2026)

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: September 7, 2025

Selling Price *
$ 50,990.31

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
55D1M	GATOR™ TE (Model Year 2026)	3	$ 15,699.00	17.00	$ 2,668.83	$ 13,030.17	$ 39,090.51
	Standard Options - Per Unit						
0202	United States	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
0505	Build to Order	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
1015	Turf Tires	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
4079	Less Roof and Panels	3	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
5008	Ultimate Protection Package	3	$ 765.00	17.00	$ 130.05	$ 634.95	$ 1,904.85
5105	Select Comfort and Convenience Package	3	$ 2,600.00	17.00	$ 442.00	$ 2,158.00	$ 6,474.00
	Standard Options Total		**$ 3,365.00**		**$ 572.05**	**$ 2,792.95**	**$ 8,378.85**
	Dealer Attachments/Non-Contract/Open Market						
BM22405	Beacon Light	3	$ 646.29	17.00	$ 109.87	$ 536.42	$ 1,609.26
BM22775	Side tool rack	3	$ 454.76	17.00	$ 77.31	$ 377.45	$ 1,132.35
BM22773	Tail Light Protectors	3	$ 135.89	17.00	$ 23.10	$ 112.79	$ 338.37
1234	open market fr wiring for plug	3	$ 350.00	0.00	$ 0.00	$ 350.00	$ 1,050.00
	Dealer Attachments Total		**$ 1,586.94**		**$ 210.28**	**$ 1,376.66**	**$ 4,129.98**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Additional Discounts						
	Multi-unit Discount	3			$ 203.01	$ -203.01	$ -609.03

Selling Equipment

Quote Id: 33149669 **Customer Name:** CITY OF CARSON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

Additional Discount Total		**$ 203.01**	**$ -203.01**	**$ -609.03**
Total Selling Price	**$ 20,650.94**	**$ 3,654.17**	**$ 16,996.77**	**$ 50,990.31**

Purchasing Division
701 E. Carson Street
Carson, CA 90745

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):

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: SOURCEWELL

Vendor: DEERE AND COMPANY

Contract #: 112624-DAC

Solicitation #: RFP 112624

Contract Effective Date: 11/26/24

Contract Expiration: 01/31/2029

Specify the purchase details:

Amount: 108,761.95

Vendor: Deere and Company

Written justification/description of purchase:

The Department of Community Services/Park Maintenance Division is purchasing three (3) new 2025 John Deere Gators TE and one (1) Pro Gator 2020A to support the Park Maintenance Division's operations. The gators will be used by staff to transport tools, materials, and personnel efficiently throughout the newly refurbished Carraige Crest and Foisia park grounds. The equipment expenditure will utilize Sourcewell Contract #112624-D

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature: Michael Whittiker

Date: 10/22/25

Name/Title: Michael Whittiker / Director C.C./R/P.M

MB 10/21/25

Purchasing:

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Transportation

Subject: CONSIDER AWARDING AND APPROVING CONTRACT SERVICES AGREEMENTS WITH UBER TECHNOLOGIES, INC. AND ADMINISTRATIVE SERVICES COOPERATIVE, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)

I. SUMMARY

On October 17, 2024, the Transportation Services Division of the Community Services Department issued a Request for Proposals (RFP) seeking qualified firms to provide demand-responsive Dial-A-Ride services for senior and disabled residents. By the submission deadline, two firms, Administrative Services Co-op (Yellow Cab) and Uber Technologies, Inc. (Uber), submitted proposals. After a thorough evaluation of factors including experience, driver accountability, and customer service, staff ranked the proposal from Uber Technologies, Inc. highest according to the evaluation criteria set forth in the RFP. Staff initially planned to recommend award of the agreement to Uber at the June 3, 2025, City Council meeting. However, additional review was needed, and the item was deferred. To ensure uninterrupted service, the City extended the existing Yellow Cab agreement through December 31, 2025.

At the September 30, 2025, City Council meeting, following discussions with representatives from Uber and Yellow Cab, the item was continued to the next City Council meeting for further consideration. At the October 21, 2025, City Council meeting, staff was directed to return with a revised recommendation to split the RFP award and enter into contracts with both Uber and Yellow Cab, providing residents with additional service options. Consequently, this evening the City Council is asked to award and approve two (2) Contract Services Agreements, to Uber and Yellow Cab respectively, each with a five-year term, in an amount not-to-exceed total Contract Sum of $2,000,000 over the initial term.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a Contract Services Agreement with UBER TECHNOLOGIES, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 1; "Uber Agreement");
2. AWARD and APPROVE a Contract Services Agreement with ADMINISTRATIVE SERVICES COOPERATIVE, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 2; "Yellow Cab Agreement"); and,

3. AUTHORIZE the Mayor to execute the Uber Technologies Agreement and the Administrative Services Cooperative Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City's Dial-A-Ride Program provides demand-responsive transportation for eligible residents 60 years of age and older, as well as residents with disabilities 18 years of age and older. Services are available 24 hours a day, seven days a week, including holidays. To participate, applicants must complete an enrollment application and provide proof of City residency. Once accepted, participants may travel within the program's designated service boundaries for any purpose and may also access medical and social service destinations in Gardena, Harbor City, Lomita, Long Beach, San Pedro, and Torrance.

The City's current service agreement with Administrative Services Co-Op (Yellow Cab) was originally scheduled to expire on June 30, 2025, but was extended to December 31, 2025, as noted above. Yellow Cab has provided Dial-A-Ride services to the City for more than 15 years. Based on current usage trends, the City budgets approximately $500,000 annually for these services, which supports an average of 20,000 rides per year.

Prior to the contract's originally scheduled expiration, the City issued a Request for Proposals (RFP) on October 17, 2024, seeking qualified firms to provide Dial-A-Ride program services to ensure continuation of the program without interruption. Two proposals were received, from Administrative Services Co-Op (Yellow Cab) and Uber Technologies, Inc. (Uber). Based on the established evaluation criteria, Uber received the highest overall score (see Exhibit No. 3 - "Evaluation Scores").

Staff had initially planned to recommend award of the new agreement with Uber at the June 3, 2025, City Council meeting. However, additional review of both service models was needed to ensure the City selected the most efficient and customer-focused provider. To prevent any interruption of service, the existing Yellow Cab agreement was extended through December 31, 2025. With respect to both proposals, the City of Carson Municipal Code (CMC) Chapters 2610 and 2611 – Purchasing Procedures does not expressly invalidate proposals after a 90-day period. Rather, it provides the City with discretion to act in its best interest, and to accept or reject any and all proposals. This flexibility allows a proposal to remain valid beyond the original time frame, provided the proposer confirms its continued commitment to the terms and pricing, and the City documents such consent accordingly.

At the September 30, 2025 City Council meeting, staff recommended awarding the agreement to Uber. Representatives from both Yellow Cab and Uber attended the meeting to answer questions from the City Council. After further discussion, the item was continued to a future meeting for further consideration, as the vote to approve the recommendation resulted in a tie. At the October 21, 2025. City Council meeting, in consideration of existing Dial-A-Ride program participants who were familiar with Yellow Cab and their drivers, staff was directed to come back with a new recommendation – bifurcate the RFP award, and award contracts to both Uber and Yellow Cab. The proposed contracts have been prepared consistent with this direction. Each agreement consists of a five-year term, with a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (equivalent to $400,000/year).

Under the proposed agreement for Yellow Cab, participants may request rides by contacting Yellow Cab's call center at no additional cost. The participant co-pay will remain at $2 per one-way trip. As part of Yellow Cab's proposal, wheelchair accessible vehicle (WAV) ride requests will cost the City an additional $20 per ride. Additionally, Yellow Cab will assume full responsibility for accommodating all WAV requests. WAV requests made to Uber will be referred to Yellow Cab. In the event the agreement with Yellow Cab is terminated prior to the agreement with Uber for any reason, Uber will then required to accommodate all WAV requests in place of Yellow Cab.

Under the proposed agreement for Uber, participants may request rides through the Uber mobile application or by contacting Uber's dedicated call center, both at no additional cost to users. In either case, participants receive real-time trip updates, including driver information, vehicle details, and estimated arrival times. The participant co-pay will remain at $2 per one-way trip.

It is important to note that Uber is structured as a technology company rather than a traditional ride service provider. As a result, several modifications were required to align the City's standard contract language with Uber's service model. These modifications are incorporated through the inclusion of the Uber Dashboard Access Addendum, Uber Central Product Addendum, and Uber Voucher Product Addendum. The agreement provides the City with access to the Uber Transit Dashboard, a cloud-based management platform that enables staff to manage the program, process payments, and review expenditure data in real time. This system also allows the City to independently monitor, track performance, and audit service delivery, ensuring transparency and accountability throughout the life of the contract.

As provided in the Uber Agreement:

Program Overview: Uber operates a virtual marketplace platform and mobile application (Uber App) that allows eligible participants, residents 60 years of age or older or residents with disabilities 18 years of age or older, to request rides within the City's authorized service area or to designated satellite locations. This process is referred to as a "Ride Request." Independent third-party drivers, licensed through Uber to provide on-demand ground transportation, may accept Ride Requests from participants under the City's Dial-A-Ride Program. When a Ride Request is accepted, both the driver and participant may confirm each other's identity prior to entering the vehicle. The ride begins when the participant enters the vehicle and concludes upon arrival at the requested destination.

Participant Eligibility: As noted previously, Ride Requests under this program are limited to residents 60 years of age and older or disabled adults 18 years of age and older who are unable to effectively utilize public transit due to physical, mobility, hearing, or vision impairments. The City reserves the right to modify eligibility parameters at any time and for any reason deemed appropriate.

Program Administration: The City's Transportation Services Division staff will oversee the intake and qualification process for new participants and manage user account setup. Uber will restrict the use of City's Dial-A-Ride voucher to approved participants listed on the City-provided file. Prior to requesting a ride, participants must claim the City-issued voucher to activate discounted pricing.

Program Data and Reporting: The Uber Transit Dashboard will provide the City with all data necessary to meet National Transit Database (NTD) reporting requirements. In the event the City's designated Uber Representative (Customer Success Manager) is unavailable outside normal business hours, the Dashboard will allow staff to access assistance directly from Uber's global Customer Support Team via phone or e-mail.

Training and Support: Uber will provide training for City staff to request and pay for rides on behalf of program participants through Uber Central. Such staff-initiated rides will occur only when specifically authorized by the Transportation Services Division.

Insurance, Liability, and Service Area: The proposed Agreement defines the service area and outlines Uber's insurance and liability requirements. Uber will provide $1,000,000 in excess insurance coverage per incident. The Agreement also includes a waiver of jury trial, stipulating that all disputes will be resolved through arbitration, and limits direct damages to no more than $1,000,000 for either party.

If both Contract Services Agreements are approved this evening, staff will begin implementation of the new Uber Dial-A-Ride Program. No additional actions are required to implement service through Yellow Cab as its service model is already in place. Current participants in the City's Dial-A-Ride program will be notified of Uber, as a new available service provider (in addition to Yellow Cab) starting January 1, 2026. In partnership with Uber, staff will configure, build, and test the new Uber platform to ensure a seamless rollout and positive user experience. Staff will assist participants with creating Uber accounts and will be available to answer questions regarding use of the Uber platform, account setup, and program details. Ongoing support will continue to be provided by City staff throughout the program's launch and operation to ensure continued accessibility and service reliability.

V. FISCAL IMPACT

Should the City Council approve the proposed recommendations, funding for the first six months of both agreements is included in the adopted FY 2025-26 Operating Budget under Proposition A ($200,000 in Account No. 218-90-940-179-6004 for Yellow Cab) and Proposition C ($200,000 in Account No. 219-90-940-185-6004 for Uber). Funding for subsequent years will be appropriated through future annual operating budgets. The recommended not-to-exceed contract amounts of $2,000,000 for each provider accounts for anticipated growth in service demand as ride-hail services continue to rise in popularity. Actual annual costs are expected to remain below the established ceiling, which provides a built-in buffer. Any unspent funds will be re-appropriated to support future years of the agreement.

VI. EXHIBITS

1. Draft Uber Agreement
2. Draft Yellow Cab Agreement
3. Evaluation Scores

Attachments

Exhibit No. 1 - Draft Uber Agreement.pdf
Exhibit No. 2- Draft Yellow Cab Agreement.pdf
Exhibit No. 3 - Evaluation Scores.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

UBER TECHNOLOGIES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
UBER TECHNOLOGIES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____ by and between the CITY OF CARSON, a California municipal corporation ("City") and UBER TECHNOLOGIES, INC., a Delaware corporation ("Contractor" or "Uber"). City and Contractor may be referred to, individually or collectively, as "Party" or "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. Contractor, 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 Contractor 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform its obligations required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing its obligations contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all obligations described herein. Contractor covenants that it shall follow the highest professional standards in performing its obligations required

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor'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.

Contractor shall keep itself informed concerning, and shall render all obligations 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 during the Term.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of its obligations required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the obligations 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.

[Intentionally omitted]

1.6 Care of Work.

[Intentionally omitted]

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.

[Intentionally omitted]

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 the "Uber Transit

Dashboard Access Terms" attached hereto as Exhibit "C" and incorporated herein by this reference.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Million Dollars ($2,000,000)** for the term of the Agreement (the "Contract Sum") unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation is set forth in Section 5 of the "Uber Transit Dashboard Access Terms" attached hereto as Exhibit "C".

2.3 Reimbursable Expenses.

[Intentionally omitted]

2.4 Invoices.

[Intentionally omitted]

2.5 Waiver.

[Intentionally omitted]

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

[Intentionally omitted]

3.2 Schedule of Performance.

Contractor 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 "E" and incorporated herein by this reference. When requested by the Contractor, 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.

Nonperformance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane,

earthquakes, pandemic, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party ("**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the Agreement.

3.4 Term.

This Agreement shall commence on January 1, 2026, and shall remain in full force and effect for five (5) years thereafter, unless earlier terminated in accordance with Article 7 of this Agreement."

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Dmitriy Vanchugov, Head of Transit Partnerships

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be Jason Jo, Transportation Program Manager, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the 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 Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all obligations 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the obligations 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, provided, however, Contractor may assign the Agreement without such consent but with notice to the City in connection with a merger or a sale of all its equity or assets. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. The City may not transfer or assign this Agreement, in whole or in part, without the prior written consent of Contractor. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the either party or any surety of Contractor of any liability hereunder without the express consent of the other party.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor 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 with two million dollars ($2,000,000) in excess coverage for a total of four million dollars ($4,000,000)

(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 Contractor 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 Contractor 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.

(c) Commercial 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) Uber will maintain Driver Automobile Insurance in the United States which will include coverage for bodily injury and property damage arising out of the ownership, maintenance or use of non-owned vehicles operated by Drivers operating on the Uber platform, with the following limits and coverages while engaged in a prearranged passenger trip: (i) liability coverage limits of $1,000,000 combined single limit per accident or higher as required by applicable state law, (ii) uninsured/underinsured motorist coverage as required by applicable state law, and (iii) other coverages as required by applicable state law.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance. Policies listed 4.1(a) and (c) aboveshall 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 Contractor'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 materially reduced 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 Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

At the request of the City, Contractor shall furnish the City with a certificate of insurance showing coverage as set forth herein. 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] _____
Contractor Initials

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. Contractor'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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

5.3 Indemnification.

To the full extent permitted by law, Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor 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) Contractor 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 Contractor

hereunder; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor 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 Contractor 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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. The City shall have access to the Dashboard that houses Agreement expenditure data, enabling the City to independently audit Agreement performance and expenditures. Contractor shall also maintain and provide the City with copies of all records described in Section III of Exhibit "A" (Scope of Services). Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. Such records (including all records and data made available in the Dashboard) 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall not be required to periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement, because the City will have access to the Dashboard that houses Agreement expenditure data, enabling the City to perform its independent audit and generate reports related to Agreement performance and expenditures as the Contract Officer shall require.

6.3 Ownership of Documents.

Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to City or any proposed or current Authorized User in connection with the Agreement.

6.4 Confidentiality and Release of Information.

[Intentionally omitted]

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. Any dispute, controversy, or any claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach termination or validity thereof, including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award rendered in connection with arbitration pursuant to this section shall be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the rights of a party to the Agreement to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. Neither party has the right to arbitrate on a class action basis any dispute, controversy, or claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause.

7.2 Disputes; Default.

[Intentionally omitted]

7.3 Retention of Funds.

[Intentionally omitted]

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 Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 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.

[Intentionally omitted]

7.7 Termination Prior to Expiration of Term.

[Intentionally omitted]

7.8 Termination for Default of Contractor.

[Intentionally omitted]

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 either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by such party or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects 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 Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the applicable 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 Contractor so employ such unauthorized aliens for the performance of its obligations under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens,

Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 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 Contractor, to All notices to Uber shall be provided to Uber Technologies, Inc., 1725 3rd Street, San Francisco, CA 94158 Attn: Legal Department – Uber for Business.. 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 Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 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. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONTRACTOR:

UBER TECHNOLOGIES, INC.

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 1725 3rd Street
San Francisco, CA 94158

_____

_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. The City's Dial-A-Ride ("DAR") Program provides ride-hail services for approved riders determined by the City. City reserves the right to modify program features at any time for any purpose. Contractor will perform the following services in accordance with the following standards:

A. Background:

Uber operates a virtual marketplace platform and mobile application ("Uber App") allowing participants ("City User") (as defined in Exhibit C) the opportunity to request a ride to a location within City's authorized service area or an approved satellite location ("Ride Request"). Independent third-party providers of on-demand ground transportation and/or logistics services using Uber technology under license from Uber ("Drivers") may accept Ride Requests from City Users, including under the City's Dial-A-Ride (DAR) Program. When a Ride Request is accepted by a Driver, both the Driver and City User may confirm each other's identity before the City User enters the Driver's vehicle ("Ride"). The Ride will commence once the City User enters the vehicle and lasts until the City User exits the vehicle at the requested destination.

B. Hours of Operation:

City Users may access the Uber App twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

C. Eligibility:

1. Criteria: Ride Requests shall come from City Users who are: (i) at least sixty (60) years of age; or (ii) disabled adults eighteen (18) years of age or older who are unable to use public transit because of a physical, mobile, hearing and/or vision impairment. City reserves the right to modify eligibility parameters at any time for any purpose.

2. Intake: Contractor acknowledges that City staff shall oversee the intake process for qualifying applicants and upload new user accounts via comma-separated value (CSV) file. Contractor shall restrict use of the City's Dial-A-Ride voucher to City Users listed on the City-provided CSV file. Contractor further acknowledges that the City may separately retain or utilize other contractor(s) to implement or provide rides pursuant to the DAR Program during the term of this Agreement, and that qualifying applicants shall have the option to select Uber, pursuant to this Agreement, or such other contractor(s), pursuant to any applicable agreement entered into between the City and such contractor(s), based on the applicants' need and preferences on a ride-by-ride basis. Contractor acknowledges that as of the effective date of this agreement, the City has separately retained one

such other contractor, which is Administrative Services Cooperative, Inc. ("ASC").

D. Ride Payments:

1. Vouchers: Contractor shall design payment tool ("City Voucher") which the City can provide to City Users via email or short message service (SMS) as further set forth in Exhibit C. Upon claiming the Voucher, the City Voucher will appear on the City User's Uber App as an immediate discount for qualifying Ride Requests.

2. City User Co-Pays: Contractor acknowledges that City Users must make a $2 copayment at the end of each Ride through the payment method saved on their Uber account. City will provide a maximum subsidy of up to $18 per each qualifying one-way Ride, with City Users responsible for all additional costs exceeding $20. Contractor shall apply the total of all copayments collected from each month as a credit towards the City's monthly statement.

E. Requesting a Ride:

1. Ride Request: Prior to requesting a Ride, City Users must first claim the City's voucher to activate discounted pricing. To request a Ride, City User must first enter the address or name of their destination on their Uber App. If the requested destination does not identify as a City-approved location, the City Voucher and corresponding subsidy will not apply to the Ride Request. City User will be able to double-check and/or reenter the address of their requested destination before confirming their Ride Request.

   In the event a City User is unable to access the Uber App, they may request a Ride by calling Contractor's call center (1-833-873-8237) to have an operator submit a Ride Request on their behalf ("Uber Call Center"). City Users shall have access to the Uber Call Center in both English and Spanish, seven days a week, between 4:00 a.m. and 10:00 p.m. Eastern Time. City User with vision impairments may utilize iOS Voice Over, Android TalkBack, and wireless Braille display compatibility on the Uber App.

2. Ride Type: Upon entering the address or name of their destination on the Uber App, City User will be given a choice of Ride types, subject to availability. The following Ride types, subject to availability shall also be options for City Users utilizing the Uber Call Center. A regular Ride provides ambulatory City Users with a standard vehicle ("UberX"). For City User with limited mobility or using assistive devices such as walkers or canes, trained drivers will provide the Participant with help entering or exiting the vehicle and securement of any assistive devices ("Uber Assist"). City User aided by wheelchairs who request wheelchair-accessible vehicles shall be immediately referred to ASC to provide the wheelchair-accessible

vehicle ride pursuant to the City's contract with ASC for DAR program services. If the City's contract with ASC for DAR program services terminates or expires for any reason prior to the term of this Agreement, then such referrals shall cease and City User aided by wheelchairs may then request wheelchair-accessible vehicles with certified drivers trained to assist them in safely entering/exiting the vehicle ("UBER WAV"). Uber does not claim that the availability of WAV on its platform is sufficient for federal requirements.

Driver Match: Upon matching with a Driver, City Users will be able to view Driver and vehicle details, estimated time of arrival, and real-time location of the Driver's vehicle throughout the entire duration of their Ride.

3. Response Times: Upon accepting a Ride Request, Drivers shall arrive at the requested destination no later than twenty (20) minutes from the initial estimated pick-up time. If a Driver arrives more than twenty (20) minutes past the initial estimated pick-up time, the City shall not be billed for any portion of the trip upon the City's request. Contractor shall still be obligated to record such trips as a Courtesy Ride on the City's monthly statement.

Subject to the foregoing, Contractor shall not be held responsible for failure to provide on-time service due to forces beyond its immediate control. These are instances that would be considered "force majeure" situations as described in Section 3.3 of this Agreement. In the event of such an occurrence, documentation of circumstances relevant to the delay shall be provided to the City for review by the Contract Officer.

F. Administrative Dashboard

Contractor shall provide City staff with training to utilize the Dashboard (as defined in Exhibit "C"). The Dashboard shall provide all data necessary for City to comply with National Transit Database (NTD) reporting. Should the City's dedicated Customer Success Manager be unavailable outside of regular business hours, the Dashboard shall provide City staff with access to program support from Contractor's global Customer Support Team by phone or email.

G. Uber Central

Contractor shall provide City staff with training to request and pay for Rides on behalf of City User through Uber Central (as defined in Exhibit "C"). These Rides may only occur if specifically requested by the Coordinator (as defined in Exhibit "C"). When Rides are requested through Uber Central, City shall be liable for the full User Charge (as defined in Exhibit "C") as there is no option for a City User copayment.

H. Implementation:

In coordination with City's Contract Officer, Contractor shall complete a series of three phases to implement a successful launch of the Voucher Program explained in Exhibit "E".

I. Service Area:

City Boundaries: City User may travel to and from all unrestricted areas as depicted in Exhibit "A-1" ("Service Map"). City User may also travel to and from approved locations outside of unrestricted areas ("Satellite Destinations"). City reserves the right to modify the Service Map at any time for any purpose.

J. Pick-up and Drop-off Standards:

1. Personal Assistance: All Drivers are required to comply with the Community Guidelines (as defined in the Dashboard Access Terms. City User traveling with assistive devices may select Uber Assist to better accommodate their travel needs.

2. Additional City User: City User may bring additional City User with them as travel companions on their Trip consistent with the type of product selected.

3. Gratuities: Drivers are prohibited from asking City User for gratuities. City User may voluntarily provide gratuities to Drivers at the end of each Ride through the Uber App. Contractor shall not apply any portions of the City's subsidy as a payment method towards a Driver's gratuity.

4. Safety: Should a Participant experience discomfort or concerns for their safety due to the behavior and/or actions of their Driver, City reserves the right to request that Contractor block the Driver from being matched with the City User.

K. Driver and vehicle requirements:

1. Driver Eligibility: Drivers will have passed a Motor Vehicle Record (MVR) review and a criminal history background check with a seven-year lookback. A MVR review shall entail verification of a Driver's license status, review of their driving history for any violations or crashes, and a check for any driving-related restrictions on their license. New drivers must be at least 25 years of age and possess an unexpired license that has been valid for at least one (1) year.

2. Pull Notice: All Drivers shall also be included in the Department of Motor Vehicle's Employer Pull Notice (EPN) program. EPN will provide Contractor with timely notices when any of the following items are added to the Driver's record: convictions, accidents, failure to appear, driver's license suspension or revocation, and any other action taken against the Driver's driving privilege.

3. Vehicle Eligibility: Eligible vehicles for the City's Dial-A-Ride program must be 16 years of age or newer with four doors, in good operational condition with no cosmetic damage, and have a Uber decal applied the vehicle windshield.

L. <u>Driver Training</u>:

1. Drivers providing Uber Assist and Uber WAV trips shall complete specialized training to ensure they can effectively support City User with disabilities and mobility challenges.

2. Uber Assist: Training for Uber Assist shall include: 1) techniques for helping City User enter and exit vehicles safely; 2) proper handling and storage of walkers, canes, foldable wheelchairs, other mobility devices; and 3) sensitivity training on how to interact with City User in a respectful and considerate manner.

3. Uber WAV: Training for Uber WAV shall include: 1) techniques for using wheelchair ramps, lifts, and securement devices; 2) proper wheelchair securement; 3) guidance on how to help City User enter and exit wheelchair-accessible vehicles safely; and 4) sensitivity training on how to interact with City User with unique needs in a respectful and considerate manner.

M. <u>Incidents, Accidents, and Complaints</u>:

1. Incidents: Contractor shall make available a 24/7 Incident Response Team to handle incident reports from both Drivers and City User. If an incident is found to be the fault of the Driver, Contractor shall review the Driver's continued eligibility and remove the Driver from the platform if they are no longer found to meet criteria set forth by Contractor and local laws.

2. Accidents: Contractor shall make available a 24/7 Incident Response Team to prepare accident reports for agencies providing emergency services. Both Drivers and City User utilizing Vouchers shall have the option to report accidents to police, fire, or ambulance service agencies through the Uber App.

3. Customer Service: Contractor shall make available a 24/7 Customer Support Team.

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

Not applicable.

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

A. Accident and Incident Reports: Each quarter, Contractor will report the following aggregated and anonymized incident data as applicable: (a) vehicle crash with hospitalization, life altering injury, or fatality of an Agency User; (b) interpersonal conflict (theft / robbery / physical altercation), excluding sexual assault and/or sexual harassment, that results in the hospitalization, serious injury or death of an Agency User; and (c) number of crashes involving a City User.

IV. [Intentionally omitted]

V. Contractor will utilize the following personnel to accomplish the Services:

A. Chris Margaronis, Head of Transit Partnerships

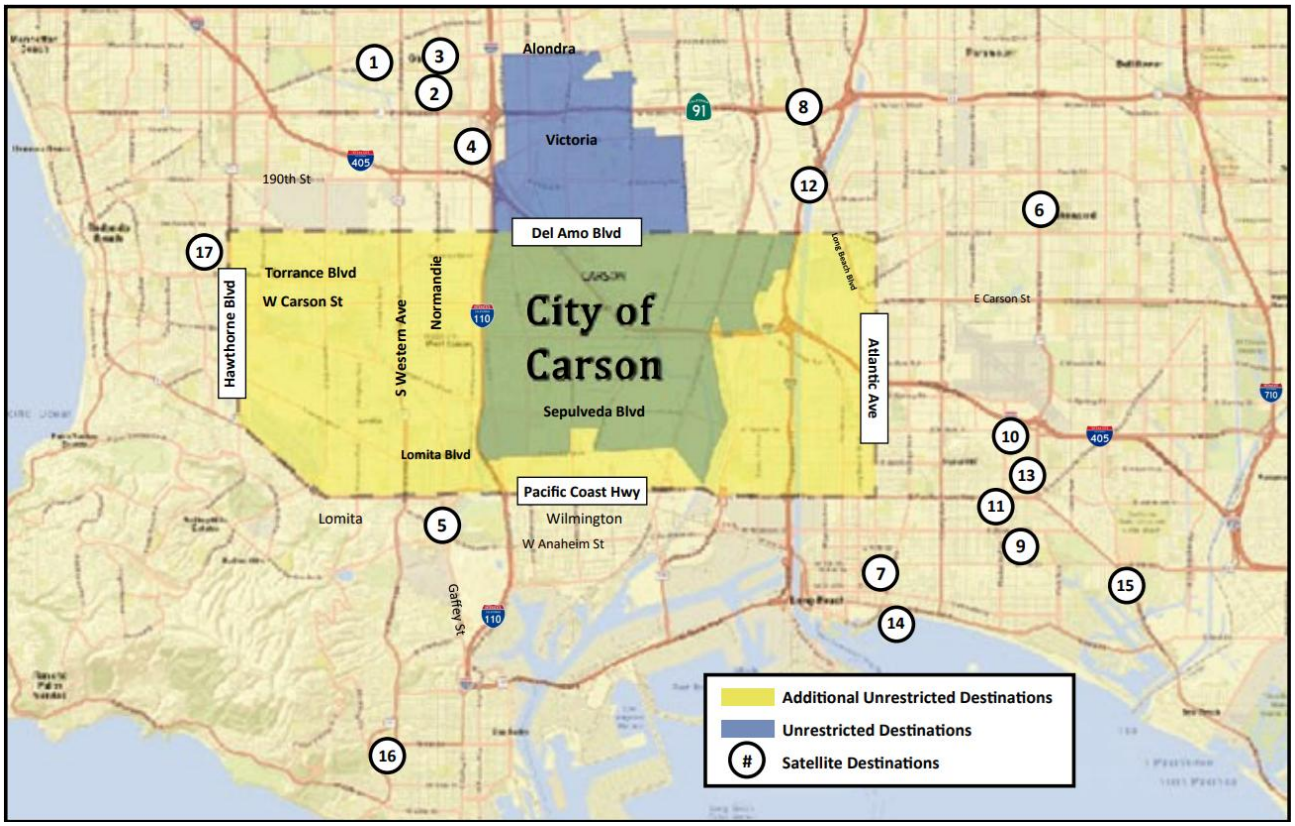
B. Eric Cartrite, Project Manager

C. Matthew Di Taranto, Senior Account Executive, Transit Partnerships

D. Amanjeet Anne, Customer Success Manager

EXHIBIT "A-1"

DIAL-A-RIDE SERVICE MAP



	Satellite Destinations	Address	City
1.	Kaiser Gardena	15446 Western Avenue	Gardena, CA
2.	Community Hospital of Gardena	1246 155th Street	Gardena, CA
3.	Memorial Hospital of Gardena	1145 W. Redondo Beach Boulevard	Gardena, CA
4.	Gardena-Carson YMCA	1000 W. Artesia Avenue	Gardena, CA
5.	Kaiser Permanente Harbor City	25825 S. Vermont Avenue	Harbor City, CA
6.	Lakewood Regional Hospital	3700 South Street	Lakewood, CA
7.	St. Mary's Medical Center	1050 Linden Avenue	Long Beach, CA
8.	California Pools of Hope, Inc.	6801 N. Long Beach	Long Beach, CA
9.	L.B. Community Hospital	1720 Termino Avenue	Long Beach, CA
10.	Harriman Jones Medical Center	2600 Redondo Avenue	Long Beach, CA
11.	Kaiser Clinic	3900 E. Pacific Coast Highway	Long Beach, CA
12.	Kaiser Dialysis	145 W. Victoria Street	Long Beach, CA
13.	Long Beach Health Department	2525 Grand Avenue	Long Beach, CA
14.	Long Beach Senior Center	1150 E. 4th Street	Long Beach, CA
15.	Veteran's Hospital	5901 E. 7th Street	Long Beach, CA
16.	San Pedro Peninsula Hospital (Little Company of Mary Hospital)	1300 W. 7th Street	San Pedro, CA
17.	Little Company of Mary Hospital	4101 Torrance Boulevard	Torrance, CA
18.	Social Security Office	20000 Mariner Ave. #150	Torrance, CA

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (additions are shown in ***bold italics*** and deletions are shown as ~~strikeouts~~): [N/A; changes made directly in body of Agreement]

EXHBIIT C

UBER TRANSIT DASHBOARD ACCESS TERMS

These Uber Transit Dashboard Access Terms ("**Terms**") state the terms and conditions under which the City may establish an Uber Transit corporate account ("**Corporate Account**"), which Uber makes available to the City through the Dashboard in connection with one or more Uber Products, as set forth herein. City's access to and use of the Dashboard in connection with any Uber Product is subject to both this Agreement, including these Terms, and each applicable Product Addendum, as defined herein. Capitalized terms used but not otherwise defined in the Agreement shall have the meanings ascribed to such terms in the applicable Product Addendum. The Parties hereby agree as follows:

1. **Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

"**Affiliate**" means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, or the power to vote such voting equity, by contract or otherwise.

"**Authorized User**" means an individual authorized to (a) use and link to City's Corporate Account and use Uber Services through their Uber Account; and/or (b) use Uber Services in connection with the applicable Product Addendum. All references to Authorized User(s) in the Agreement shall apply only if the City has agreed to the Uber Profiles Product Addendum.

"City Personal Data" has the meaning ascribed to such a term in each Product Addendum.

"**City User**" has the meaning ascribed to such a term in the Uber Vouchers Product Addendum and/or the Uber Central Product Addendum, as may be the case. All references to "City User(s)" in the Agreement shall apply only if the City has agreed to the Uber Central Product Addendum or the Uber Vouchers Product Addendum.

"**Data Protection Law(s)**" means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) ("**GDPR"**).

"**End User Terms**" means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

"Uber Account" means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account, which requires the entry of certain personally identifiable information and a personal credit card number, (ii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber's collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

"**Uber App**" means Uber's mobile applications or mobile websites that allow users to access and use Uber's products and services, as may be updated by Uber from time to time.

"**Uber Personal Data**" means any information Uber provides to the City in connection with the Agreement relating to an identified individual or an identifiable individual or which can be reasonably used to identify an individual, or that may otherwise be considered "personal data" under applicable law. For the avoidance of doubt, Uber Personal Data shall include Dashboard Data, regardless of whether it is provided to the City via the Dashboard or otherwise.

"**Uber Service**" means Uber's virtual marketplace platform that, when used in conjunction with the Uber App, or the Dashboard, as applicable, serves as an intermediary between (a) Authorized Users, City Users, and Administrators who are looking for a certain type of service (including, without limitation, ground transportation, logistics, delivery, food purchases and related food delivery services), and (b) independent third-party providers of such services.

"**User Charges**" means charges incurred by Authorized Users, City Users, Voucher Recipients, or Administrators (on behalf of City Users), as may be the case, for use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

The terms "**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" as used in the Agreement have the meanings given in the GDPR.

2. Uber Products; Incorporation.

2.1 City may elect to utilize one or more Uber Transit products made available by Uber (each, an "**Uber Product**"). City may elect to utilize an Uber Product at any time during the Term, by (i) accepting the relevant additional click-through Uber Product terms for each such Uber Product within the Dashboard, or (ii) executing a product addendum which includes the relevant additional Uber Product terms for each such Uber Product (in either instance, each a "**Product Addendum**").

2.2 City's election to utilize a particular Uber Product neither obligates nor restricts the City from utilizing any other Uber Product. Any Product Addendum entered into by the Parties is expressly incorporated into this Agreement.

3. Termination. Either Party may terminate the Agreement or any Product Addendum at any time without cause upon providing thirty (30) days' written notice to the other Party. Either Party may terminate the Agreement or any Product Addendum at any time (a) in the event of a material breach by the other Party that is not cured by the breaching Party within thirty (30) days' of receiving notice of the breach from the non-breaching Party, or (b) immediately upon notice to the other Party in the event that the other Party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. Termination of one Product Addendum shall not terminate any other Product Addendum then in effect. The terms and conditions of this Agreement concerning outstanding payment obligations and indemnification shall survive termination.

4. Account Administration.

4.1 City Dashboard and Access to Uber Products. Upon execution of the Agreement, Uber will establish the City's Corporate Account that will enable the City to access Uber's browser-based online dashboard for Uber Transit ("**Dashboard**"), which includes access to each Uber Product that an City has agreed to utilize through a Product Addendum. Uber's contact with the City shall include communicating with representatives the City designates as "administrators" through the Dashboard ("**Administrator**"). In addition to the features described in an applicable Product Addendum, the Dashboard will enable City to (a) access each Uber Product which City has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on which Uber Product(s) City utilizes, without limitation, any Authorized User and/or City User's name together with trip status, pick-up and drop-off location, trip route, distance, duration, fare amount, service type, trip ID number, restaurant name, meal information, delivery location, delivery time, User Charges, expense memo, and Driver data (e.g. first name, telephone number, vehicle description and license plate) (collectively, "**Dashboard Data**"); (c) prepare and review activity reports using such Dashboard Data; (d) add and remove Administrators, (e) manage and update City's payment information; (f) review and manage payment statements, and (g) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber agrees to use commercially reasonable efforts to provide the Dashboard to the City as stated in this Agreement.

4.2 Administration. At all times, the City is responsible for maintaining an accurate list of Administrators. City may appoint additional Administrators at its discretion. City agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update as necessary, all information of the Administrators to ensure that it is current, accurate, and complete. City shall be responsible for all activity that occurs under its Dashboard login credentials.

4.3 Authorized User and Administrator Updates. For Managed Rider Programs, City is responsible for keeping and maintaining an accurate list of current Authorized Users, City Users, or Administrators authorized to bill User Charges to City's Corporate Account for each separate Uber Product. From time to time, Uber may review the City's list of Authorized Users, City Users and/or Administrators, as may be the case, via the Dashboard to maintain and support the Uber Service and to ensure City's compliance with the Agreement.

4.4 Responsibility for User Activity. City agrees that (a) City is solely responsible for all User Charges against City's Corporate Account, incurred by Authorized Users, City Users, and Administrators, regardless of whether any such charge was authorized, and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, City agrees that Uber shall not be responsible

for User Charges incurred by Authorized Users, City Users and/or Administrators, after City has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent City provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard. City is responsible for User Charges incurred due to fraudulent or other unpermitted activity or use of the Corporate Account by an Authorized User, City User, Administrator, or another third party to access Uber Services except and solely to the extent that such fraudulent activity was caused by Uber. City must promptly notify Uber if it discovers fraudulent or unpermitted activity occurring under the City's Corporate Account. In the event Uber reasonably suspects that any fraudulent or unpermitted activity is occurring in connection with the Corporate Account, Uber reserves the right to suspend the Corporate Account until the event giving rise to the suspension has been cured to Uber's reasonable satisfaction.

4.5 Restrictions. City agrees to use the Uber Service, Corporate Account, Dashboard, and any of the services provided under an applicable Product Addendum solely as stated in this Agreement; provided, however, that in the event of a conflict between a Product Addendum and the Agreement with respect to City or any Administrator utilizing the Uber Service, the terms of the Product Addendum shall control, followed by the Agreement. City shall not, and shall not authorize others to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Dashboard, Uber Service, or Uber App; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Dashboard, Uber Service, or Uber App to any unaffiliated third party; (c) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (d) impose any additional fees or charges related to use of the Dashboard, Uber Service, or any of the services provided under an applicable Product Addendum. Uber reserves all rights not expressly granted under the Agreement.

4.6 Violations. City acknowledges that Uber may suspend or ban any Authorized Users or City Users from use of the Uber Service due to future or past violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability to City related to any such suspension or ban of an Authorized User or City User. In the event that Uber suspends or terminates an Authorized User's or City User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or City User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the right to immediately suspend an Authorized User's or City User's Uber Account due to (a) an invalid payment card on their Uber Account, or (b) a rejected City Card transaction that was initiated through their Uber Account. Uber reserves the right to suspend City's use, and the use by Authorized Users or City Users where applicable, of Uber Transit and the products set forth in any applicable Product Addendum for violations of this Agreement or any applicable Product Addendum.

4.7 Territory. This Agreement is not restricted by country, unless otherwise specified in a Product Addendum.

5 Billing.

5.1 User Charges. All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment card associated with the applicable Corporate Account, as the case may be, at the end of each Authorized User's or City User's trip, or, according to batched billing, in which Uber will charge City's payment method or issue an invoice to the City for User Charges that have accrued during a certain period (e.g., daily, weekly, or another period shorter than a month) ("**Batched Billing**"), unless City participates in Monthly Billing, in which case City shall pay such User Charges pursuant to Section 6.2 below.

5.2 Monthly Billing. City may elect to pay for User Charges and any other charges referenced in the Product Addenda on a monthly basis incurred in connection with the applicable ("**Monthly Billing**"). If the City participates in Monthly Billing, Uber will bill the City for all User Charges incurred for the applicable Uber Products on a monthly basis (each, a "**Monthly Statement**"). City shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. City agrees to provide and maintain during the Term in connection with its Corporate Account a valid City credit card number (the "**City Card**") that may be charged as set forth in the applicable Product Addendum. When creating the Corporate Account, the City may choose to use either an City Card, ACH, or wire transfer as the payment method for paying Monthly Statements, provided that payment by City Card may be necessary for amounts less than $1,000.

5.3 Currency. All User Charges shall be processed in the local currency applicable to the territory of the Authorized User's and/or City User's applicable receipt for the Uber Service, except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Each Party shall be responsible for its costs and expenses associated with its performance under the Agreement or any Product Addendum.

5.4 Disputed Payments. If City believes that it has been billed for charges that it should not have been charged ("Disputed Charge Event"), City shall notify Uber in writing within fifteen (15) days via email to **transit-legal-us@uber.com**. The Parties shall work in good faith to review the charges within thirty (30) days of the City notifying Uber of such Disputed Charge Event.

If the Parties determine that Uber assessed charges that the City should not have been charged, Uber shall remove such charge from the City's account.

5.5 Account Suspension. In the event of any undisputed outstanding User Charges or any other charge referenced in the Product Addenda due on a past Monthly Statement, Uber reserves the right to immediately suspend the City's account. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting City to applicable credit reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing a City account shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

6 Proprietary Rights.

6.1 License to Marks; Restrictions. The term "**Marks**" shall mean the trademarks, service marks, trade names, logos, slogans, designs, social media or other handles, hashtags, and other identifying symbols and indicia of a Party ("**Licensor**"). Each Party hereby grants to the other Party ("**Licensee**"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks only as expressly permitted by the other Party in writing in each instance and only in relation to this Agreement. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

6.2 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY SHALL DEVELOP ANY TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PROPERTY FOR THE OTHER PARTY PURSUANT TO THE AGREEMENT. The Parties shall enter into a separate written agreement, as necessary, to govern any development activities relating to any technology, content, media, or other intellectual property prior to the commencement of any such activities.

6.3 Ownership. Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to City or any proposed or current Authorized User in connection with the Agreement.

6.4 No Publicity. Other than as expressly set forth herein, neither Party may use or reference the other Party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other Party in each instance. Subject to Section 6.1, City may use Uber's name to advertise its Dial -a – Ride program on its website, social media and other media.

7 Confidentiality.

7.1 Definition of Confidentiality. The term "**Confidential Information**" shall mean any confidential or proprietary business (whether marked "confidential" or not), technical or financial information or materials of a Party ("**Disclosing Party**") provided to the other Party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. Confidential Information shall also include information that would reasonably be understood to be confidential to the Disclosing Party. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure or (e) that is required by law for Receiving Party to disclose .

7.2 Restrictions. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under the Agreement, and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute City's Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to City.

7.3 Confidential Information Security. Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard ("**PCI-DSS**") and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of the Agreement.

8 Security and Data Transfers.

8.1 Security. Uber shall implement appropriate technical and organizational measures to protect City Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. City shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure (each instance, a "**Information Security Incident"**). City shall, without undue delay, but no greater than twenty-four (24) hours after, notify Uber in the event that City learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. Such notice shall be sent to the Uber persons or team designated to receive notices under the Main Agreement; and (2) via email to vendorsecurity@uber.com.This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, City shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Incident occurs as a result of an act or omission of City, and if Uber determines that notices (whether in Uber's or City's name) or other remedial measures are warranted, City shall, at Uber's request and at City's cost and expense, undertake the aforementioned remedial actions.

8.2 Intentionally Omitted.

9 Intentionally Omitted.

10 Warranties; Disclaimer.

10.1 Mutual Warranties. Each Party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations under the Agreement and any applicable Product Addenda, (b) such Party's acceptance of the Agreement, as well as such Party's performance of the obligations set forth in the Agreement, does not and will not violate any other agreement to which such Party is a Party, (c) it is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security applicable to the performance of its obligations hereunder, (d) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, and (e) such Party's Marks as provided by such Party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third Party.

10.2 City Warranties. City represents and warrants that (a) City has all rights and legally adequate consents, where necessary, to provide Uber with the City Personal Data and any other information provided to Uber hereunder; (b) City will use Dashboard Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c) City will only share and provide access to Dashboard Data to City personnel who have a business need to access such Dashboard Data; (d) City will not disclose Dashboard Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein; (e) City will not rent or sell Dashboard Data for any purpose not authorized by Uber; and (f) City will not disclose Dashboard Data nor disclose Uber's pricing or fares associated with Dashboard Data to a competitor of Uber.

10.3 ***Disclaimer.*** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, AND UBER APP, "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD, UBER SERVICE, OR UBER APP WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION OF THE DASHBOARD, UBER SERVICE, OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE DASHBOARD, UBER SERVICE, UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CITY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION, DELIVERY, AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION, DELIVERY, OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION, DELIVERY, OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS

RELATED TO INDEPENDENT TRANSPORTATION, DELIVERY OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

11 Intentionally Omitted.

12 Limits of Liability.

12.1 OTHER THAN WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (ii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 8 HEREIN (CONFIDENTIALITY), (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE REPRESENTATIONS OR WARRANTIES IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM , (iv) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 7 HEREIN (PROPRIETARY RIGHTS), OR (v) OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UBER OR CITY BE LIABLE: (A) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR CITY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, (B) UNDER THE AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE MILLION DOLLARS ($1,000,000). IN NO EVENT SHALL THIS PROVISION APPLY TO ANY DAMAGES COVERED BY INSURANCE.

12.2 Each Party acknowledges that the foregoing limitations are an essential element of the agreement between the Parties, and that in the absence of such limitations, the terms set forth in the Agreement would be substantially different.

13 General.

13.1 Affiliates. The Parties hereby acknowledge and agree that City and each of its Affiliates may utilize the same Dashboard and any of the services provided under a Product Addendum upon execution of the Agreement and the applicable Product Addendum. Any such Affiliate shall be bound by all of the terms and conditions applicable to City under the Agreement, and entitled to all rights and protections afforded City under the Agreement, provided, however, City shall continue to bear legal responsibility for all acts or omissions of such Affiliate. The Parties further acknowledge and agree that any services to be rendered under this Agreement and any applicable Product Addendum may be performed by Uber directly, or by any of Uber's Affiliates.

13.2 Headings. Section headings are for convenience only and shall not be considered in the interpretation of the Agreement.

13.3 Non-Discrimination. City shall not, in its use of the Uber Service or any Uber Product under the Agreement, discriminate against any Authorized User, City User, employee, volunteer, or participant, or individual on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between Uber and City. City acknowledges and agrees that upon Uber's receipt of evidence of City's discrimination under any of these categories, Uber shall have the right to immediately terminate the Agreement following notice to City.

UBER CENTRAL PRODUCT ADDENDUM
TO THE
UBER TRANSIT DASHBOARD ACCESS AGREEMENT

This Uber Central Product Addendum (the "**Product Addendum**") to the Terms is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an City may utilize the Dashboard to enable and use Uber Central. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Central.

1. Definitions. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

"**Active User**" means an individual (i) with an active Uber Account, or (ii) who has otherwise registered with Uber and accepted the End User Terms.

"**City User**" means an Active User or Guest User.

"Designated Recipient" means an individual authorized by an City User to provide information to Uber and receive notifications from Uber, including but not limited to through SMS messages, regarding such City User's trip.

"**Guest User**" means an individual who is not an Active User.

"**Uber Central**" means the Uber Transit product that, in connection with Uber's technology systems, enables the City to request rides, or deliveries through Uber Connect when available, on behalf of City's customers, clients, or other authorized individuals.

2. Provision of Services to City.

2.1 Access to Services. Upon execution of the Agreement, Uber will use commercially reasonable efforts to enable the City to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable City to (a) request rides on behalf of City Users, and (b) view monthly statements setting forth trips requested on behalf of City Users. City expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by City, but by independent third-party providers. City acknowledges that City will incur User Charges to the account of City, and not to the applicable City User's personal Uber user account or credit card.

2.2 Active Users; Guest Users; Designated Recipients.

2.1.1. Prior to requesting the Uber Service on behalf of any City User, City shall obtain from the City User and submit to Uber the following information with respect to such City User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location; and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, "**City User Data**"), in order to permit Uber to confirm whether such City User is an Active User or is a Guest User. City shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to City, any City User or any other Party with respect to inaccurate or incomplete City User Data supplied to Uber by City.

2.1.2. City shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom City requests the Uber Service. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Product Addendum to any individual who is not an Active User.

2.1.3. City may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber to provide notifications and detailed trip information, including real-time trip status, regarding an City User's trip, to such Designated Recipient, including via SMS. Uber shall not be liable to City, any City User, any Designated Recipient, or any other Party with respect to inaccurate or incomplete information supplied by City related to any Designated Recipient.

3. Privacy.

3.1. Definitions. "**City Personal Data**" means information provided by the City to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by an Active User.

3.2. Roles of Parties. Each Party is an independent controller of the City Personal Data and Uber Personal Data. City will provide City Personal Data to Uber, for the provision of the services as described in this Product Addendum. City will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

3.3. Compliance with Data Protection Laws. Each Party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data (which includes City Personal Data and Uber Personal Data).

3.4. Data Restrictions.

3.4.1. City Restrictions. City agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to City's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. City will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

3.4.2. Uber Restrictions. Uber agrees that Uber shall use or disclose City Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to City Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such City Personal Data.

4. Effect of Termination. All outstanding payment obligations and Sections 1, and 3 - 4 of this Product Addendum shall survive the termination of this Product Addendum.

5. Warranties.

5.1. In addition to the warranties set forth in the Agreement, City represents and warrants that City will inform and obtain all necessary rights, permission and legally adequate consent from City Users (x) to share such City User's personal data with Uber, (y) to receive SMS messages or automated calls from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum, and (z) for Uber to provide City and any Designated Recipients with detailed trip information, including real-time trip status, for the trips charged to City's Corporate Account. City also represents and warrants that City will inform and obtain all necessary rights, permission and legally adequate consent from Designated Recipients (i) to share such Designated Recipient's personal data with Uber and (ii) to receive SMS messages from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum. City acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of Guest Users. Any such election is at City's sole discretion, and, in addition to City's indemnity obligations under the Agreement, City therefore will indemnify, defend and hold harmless Uber, its Affiliates and its and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action or proceeding arising out of or related to the use of the Uber Service by any Guest User.

UBER VOUCHERS PRODUCT ADDENDUM
TO THE
UBER TRANSIT DASHBOARD ACCESS AGREEMENT

This Uber Vouchers Product Addendum (the "**Product Addendum**") is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which a City may utilize the Dashboard to enable and use Uber Vouchers. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Vouchers.

1. **Definitions**. The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

   "**Community Guidelines**" means the guidelines available at https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=united-states&lang=en, as may be amended from time to time by Uber in its sole discretion.

   "**Voucher Recipient**" means an individual that receives one or more Uber Vouchers sent or requested by the City. Voucher Recipients are City Users.

   "**Design Guidelines**" means the Uber Trademark Usage Guidelines available at https://developer.uber.com/docs/riders/guides/design-guidelines, as may be amended from time to time by Uber in its sole discretion pursuant to which City may use the Uber Trademark as set forth herein.

   "**Program**" means an event or series of events for which the City wants to provide a Voucher Recipient with an Uber Voucher in order to use the Uber Service.

   "**Redemption Value**" means the maximum amount for which a Voucher Recipient may utilize any single Uber Voucher to receive a full or partial payment for User Charges pursuant to this Product Addendum.

   "**Uber Voucher**" means a promotional code or link generated by City through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by City for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by City, (b) the terms of this Product Addendum, and (c) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

   "**Utilization Amount**" means the exact dollar amount of an Uber Voucher a Voucher Recipient utilized for User Charges and is a "Fee" as defined in the Agreement.

2. **Access to Services.** Upon execution of the Agreement, in accordance with the Scope of Services at Exhibit A with respect to the Dashboard training and access and as may be further mutually agreed by the Contract Officer and Uber's Principal, Uber will use commercially reasonable efforts to enable the City to access Uber Vouchers via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable City to (a) create and/or distribute Uber Vouchers in accordance with the terms of the Agreement; (b) view and pay Monthly Statements; and (c) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. City expressly acknowledges and agrees that any and all transportation services provided to Voucher Recipient are provided neither by Uber nor by City, but by independent third-party transportation and delivery providers. It is the City's sole responsibility to keep and maintain an accurate list of current Voucher Recipients to receive and utilize Uber Vouchers.

3. **Utilization Amount.** Upon redemption of an Uber Voucher by a Voucher Recipient or according to Batched Billing, Uber shall charge City the Utilization Amount of each such Uber Voucher, unless City participates in Monthly Billing, in which case City shall pay for the Utilization Amount pursuant to Section 6.2 of the Agreement. If the User Charges exceed the Uber Voucher value for an individual Voucher Recipient's transaction, Uber shall charge the balance to such Voucher Recipient's payment method on file in their Uber Account.

4. **Uber Vouchers.**

   4.1. Creating Uber Programs and Uber Vouchers; Limitations.

4.1.1. City may create Programs within the Dashboard, which will generate Uber Vouchers for the City to distribute to Voucher Recipients. Uber shall run such Programs only in the countries where Uber makes Uber Vouchers available to the City. City acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Programs.

4.1.2. City may elect to either create a Program with: (a) a single Uber Voucher to distribute to all Voucher Recipients (a "**Single Code**"); or (b) individualized Uber Vouchers that City can distribute to each Voucher Recipient, which are limited to one (1) code per Voucher Recipient, and can only be used by the first Voucher Recipient who redeems the code (each an "**Individualized Code**"). City acknowledges and agrees that (a) Single Codes and Individualized Codes may not be used as intended if a Voucher Recipient shares the code with anyone other than a Voucher Recipient, (b) Uber has no way to prevent and bears no responsibility for such sharing or non-intended use, and (c) all of City's obligations under this Product Addendum apply no matter who redeems an Uber Voucher under this Product Addendum.

4.1.3. Single Codes. For any Program that utilizes a Single Code, City may limit the number of times such code can be used; provided, however, City must clearly and conspicuously disclose to each Voucher Recipient (i) that use of the code is not guaranteed, and (ii) the materials terms and conditions of each Single Code. City acknowledges and agrees that: (i) a Single Code may be used by individuals (including those who are not Voucher Recipients) City did not intend to target, but City will be financially responsible for the number of times the Single Code is used to access the Uber Service; and (ii) for any individual that tries to access a Single Code after the usage limitations have been met, Uber will direct such individual to contact City about such Single Code. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive a Single Code but were unable to utilize such Single Code, or (ii) City for Uber's non-fulfillment of the Single Code as a result of usage limitations set by City.

4.1.4. Individualized Codes. For any Program that utilizes Individualized Codes, City bears responsibility to correctly deliver such codes to Voucher Recipients and to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Voucher Recipient. City acknowledges and agrees that for any individual that tries to access an Individualized Code after such code has expired, Uber will direct such individual to contact the City about such Individualized Code. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive an Individualized Code but were unable to utilize such Individualized Code, or (ii) City for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by City.

4.1.5. Uber Delivered Vouchers. In addition to creating Programs under this Product Addendum, City may choose to create an Uber Voucher for a specific Voucher Recipient by (i) requesting that Uber deliver such Uber Voucher to the Voucher Recipient via SMS message or by another agreed upon delivery method such as email (each an "**Uber Delivered Voucher**"), and (ii) providing to Uber such Voucher Recipient's first name and last name, as well as phone number and/or email address. Prior to creating an Uber Delivered Voucher, City shall obtain consent from the Voucher Recipient and submit to Uber the following information with respect to such Voucher Recipient: (a) first and last name, (b) active telephone number and/or email address, (c) and all information related to the Uber Voucher (collectively, "**Voucher Recipient Data**"), in order for Uber to deliver such Uber Voucher to the user via SMS message, email, the Uber App, or by another delivery method. City shall ensure that any Voucher Recipient Data City provides to Uber is accurate and complete, and Uber shall not be liable to City, any Voucher Recipient, or any other Party with respect to inaccurate or incomplete data supplied by City.

4.2. Uber Voucher Limitations. City shall ensure the maximum aggregate Redemption Value of Uber Vouchers that City has outstanding at any given time during the Term shall not exceed the credit amount approved by Uber for City's Batched Billing or Monthly Billing, unless Uber agrees in writing to allow City to distribute a different aggregate Redemption Value of Uber Vouchers. Each Uber Voucher created by City shall: (a) expire no later than twelve (12) months following the date on which City created the Uber Voucher; (b) have a minimum Redemption Value, as specified in the Dashboard, for each country in which City creates an Uber Voucher; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be feasibly usable for the Voucher Recipient receiving such Uber Voucher (e.g., a Voucher Recipient cannot be located in New York, New York and receive a code that is only valid in San Francisco, California).

4.3. Restrictions of Use. City cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, Driver, or any other use case without Uber's prior written consent. City agrees it will not apply, or allow to be applied, the Uber Voucher to an Uber Account without first disclosing all of the disclaimer set forth in Section 4.5.3 below.

4.4. Modification or Cancellation of Uber Vouchers. After City creates a Program, City may only: (a) update a Program to make such Program's restrictions and/or value more permissive if the Uber Voucher has not yet been distributed to Voucher Recipients; or (b) cancel a Program in its entirety, in which case City shall immediately notify all Voucher Recipients that (i) such Program is canceled, and (ii) City, and not Uber, decided to cancel the Program. Any such notification shall be subject to Uber's prior written approval. City acknowledges and agrees that if City modifies or cancels a Program: (a) City remains financially responsible to Voucher Recipients who received an Uber Voucher from City, whether or not the Voucher Recipient used such

Uber Voucher before City modified or canceled the Program; and (b) that if an individual is unable to use an Uber Voucher for any such modified or canceled Program, Uber will direct such individual to contact City about any modification or cancellation issues. Notwithstanding anything to the contrary, City acknowledges and agrees that in no event will Uber be liable to: (a) Voucher Recipients who received an Uber Voucher, but were not able to use such Uber Voucher following City's modifications to or cancellation of the Program by City, or (b) City for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Program by City.

4.5. Marketing and Messaging Related to Uber Vouchers.

4.5.1. Marketing Guidelines. At all times during the Term, City shall follow the marketing guidelines available at https://developer.uber.com/docs/riders/guides/design-guidelines, which Uber may update from time to time in its discretion, and any other marketing guidelines the Parties have agreed to that the Parties have agreed to.

4.5.2. City Delivery of Uber Vouchers to Voucher Recipients. In the event City is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to City in the form of code links, that City may deliver to Voucher Recipients via email or, if City has obtained legally-adequate consents under the Telephone Consumer Protection Act ("**TCPA**"), short message service ("**SMS**") message. In the event that City delivers such Uber Vouchers via email, City shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. In the event that City delivers any Uber Vouchers via SMS message, City shall ensure that it has affirmative legally-adequate written consent from all Voucher Recipients to send them such messages and will make clear in all such messages that they are being sent by City (as opposed to Uber). City shall not deliver or attempt to deliver any Uber Vouchers through a public-facing or accessible website/page or via social media.

4.5.3. Uber Vouchers Disclaimer. City shall ensure that any delivery or distribution by City of an Uber Voucher to a Voucher Recipient, or any communication related thereto, shall include a prominent disclaimer notifying the Voucher Recipient that: (a) such Uber Voucher may only be redeemed for specific types of rides requested via Uber's mobile application: (b) such Uber Voucher is subject to a specific, defined expiration date; (c) such Uber Voucher is subject to specific, defined geographic restrictions; (d) such Uber Voucher is subject to a specific, defined maximum Redemption Value; (e) such Uber Voucher cannot be redeemed for goods or services outside of the Uber App; (f) once redeemed by a Voucher Recipient, any Uber Voucher value is not transferable to other Uber accounts, users or products; (g) Voucher Recipient and City will not receive any value or credit for any unused portions of such Uber Voucher; and (h) such Uber Voucher has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for use with a Single Code: "Limited Availability. No cash value. One-time use only. Maximum discount of $[#] per redemption. Maximum of [#] [trips] per account. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber App prior to requesting the intended [trip]. Uber Voucher valid [DATE], [TIME], through [DATE], [TIME] [or, if applicable: Uber Voucher valid between [TIME] and [TIME] on [DATE]]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher is only valid for trips placed using [add any vehicle or other restrictions as applicable]. Taxes and other fees will be covered provided that the value of the Uber Voucher is greater than the total order amount. Offer is non-transferable, subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to [YOUR CITY NAME] at [INSERT YOUR CITY CONTACT INFO]." City shall add at the beginning of the above pre-approved disclaimer paragraph the following for use with an Individualized Code: "Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferable."

4.6. Uber Account Required.

4.6.1. Active Uber Account Required. City acknowledges and agrees that before a proposed individual Voucher Recipient can utilize an Uber Voucher pursuant to this Product Addendum, such proposed Voucher Recipient must have an active Uber Account to activate such Uber Voucher.

4.6.2. Restrictions. In addition to the restrictions set forth in Section 4 of the Agreement, City shall not, and shall not authorize others to modify or alter any Uber Voucher as created pursuant to this Product Addendum.

5. Uber Voucher Usage.

5.1. Uber Vouchers must be used by the recipient for personal use and cannot be resold by the recipient. Any additional marketing or advertising of the voucher by the recipient must comply with the terms of this Agreement.

5.2. City is responsible for lost, stolen, or misused Uber Vouchers unless otherwise required by law.

5.3. Uber reserves the right to close or suspend City's Corporate Account, or any Voucher Recipient's Uber Account, adjust balances and/or request alternative forms of payment if Uber determines, in its sole discretion, that any Uber Voucher issued hereunder is or has been fraudulently obtained or used.

5.4. Uber may cease offering the Uber Vouchers product at any time and for any reason.

6. Intellectual Property.

6.1. Use of Uber Marks; Guidelines. Any use by the City of Uber Marks hereunder shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Design Guidelines. City will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to City as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks.

6.2. Inspection of Records. During the Term, Uber may request in writing that City provide to Uber all of City's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that City, any of its Affiliates, or any other third party sent to Voucher Recipients in connection with an Uber Voucher) that include the Uber Trademark (collectively, the "**Records**"). City shall provide the Records to Uber within thirty (30) calendar days of Uber's request for any such Records. In the event Uber, in its sole discretion, determines the City has not met its obligations with respect to the Uber Trademark as set forth in this Product Addendum, then Uber may terminate this Product Addendum and take any additional measures afforded to it by law or under the Agreement. City shall preserve, and shall cause all of its Affiliates to preserve, all of the aforesaid Records for a period of at least two (2) years from the termination or expiration of this Product Addendum.

7. Warranties. In addition to the warranties set forth in the Agreement, City represents and warrants that: (a) City shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to City's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion, and any other forms of communication regarding the Uber Vouchers, City will (i) comply with the Design Guidelines, the Uber Voucher Marketing Guidelines, Community Guidelines, and all applicable law (including, without limitation, CAN-SPAM and TCPA); and (ii) ensure that any such marketing, promotion, or other form of communications does not harm the goodwill or reputation of Uber; (c) City is responsible for the full cost of all Uber Vouchers used, whether or not used as intended by Voucher Recipients or others; (d) if City modifies or cancels a Program, City remains responsible for the full cost of all Uber Vouchers distributed, whether or not used by Voucher Recipients; and (e) City will inform and obtain all necessary rights, permission, and legally-adequate consent from Voucher Recipients: (i) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (ii) for Uber to provide City with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by City.

8. Privacy and Security.

8.1. Definitions. "City Personal Data" means information provided by the City to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by a Voucher Recipient.

8.2. Roles of Parties. Each Party is an independent controller of the City Personal Data and the Uber Personal Data. City will provide City Personal Data to Uber, for the provision of services as described in this Product Addendum. City will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

8.3. Lawfulness. City agrees to inform, and have an applicable legal basis to process personal data, and, where necessary, obtain consent from each Voucher Recipient: (a) to provide the Voucher Recipient's personal data to Uber; (b) for Uber to provide City with detailed information on, and real-time trip status of, the rides or meals charged to City's Corporate Account; and (c) to receive SMS messages and emails from Uber, and for Uber to otherwise contact each Voucher Recipient for the purpose of providing the Uber Service or to provide any communications pursuant to the Agreement.

8.4. Data Restrictions.

8.4.1. City Restrictions. City agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to City's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. City will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

8.4.2. Uber Restrictions. Uber agrees that Uber shall only use or disclose City Personal Data for the purposes described in this Agreement.

8.5. Compliance with Data Protection Laws. Each Party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data.

8.6. Public Records Laws. Uber acknowledges that City may be subject to public records disclosure laws. City agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If City determines the material is not exempt from public disclosure law, City will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, City may release the portions of record(s) deemed by City to be subject to disclosure. If City is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

8.7. Nonpublic Information. If City mistakenly, inadvertently or inappropriately obtains access to any personal data related to an Uber Voucher or the Uber Services utilized by a rider or other Uber user in connection with this Product Addendum, City shall immediately notify and return it to Uber (and shall cause its Representatives to do the same). City shall not (i) copy, duplicate or otherwise reproduce or retain any portion of any personal data in any form or manner whatsoever, nor permit any of its Representatives to do so, nor (ii) enhance any database or any other files or other media by using any personal data.

9. Indemnification.

9.1. In addition to City's indemnity obligations under the Agreement, City will also indemnify, defend and hold harmless Uber, its Affiliates, and its and their respective directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action, or proceeding arising out of or related to the Programs and City's use and distribution of Uber Vouchers including but not limited to City's marketing, advertising, promoting, communicating, or delivering any such Uber Voucher to Voucher Recipients in any manner in any media. For avoidance of doubt, in the event that Voucher Recipients are unable to redeem an Uber Voucher because the funds attributable to such Uber Voucher have already been used, City shall indemnify Uber for any claims made by such Voucher Recipients.

9.2. Uber shall provide prompt notice to the City of any potential claim subject to indemnification hereunder. City will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. City will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of Uber, which will not be unreasonably withheld. Uber will reasonably cooperate with the City in the defense of a claim, at the City's expense.

10. Use of City Logo. City hereby grants to Uber the right to use City's Marks, subject to Section 7.1 of the Agreement, in the Uber App, push notifications, emails, and SMS messages to help Voucher Recipients identify Uber Vouchers created by City.

11. Effect of Termination. Accrued and outstanding payment obligations, Sections 1, 3, 7 – 10 shall survive the expiration or termination of the Agreement.

EXHIBIT "D"
SCHEDULE OF COMPENSATION

I. The City shall pay User Charges as set forth in the "Uber Transit Dashboard Access Terms" attached as Exhibit "C".

II. The fare for the City User shall be $2.00 per Ride, plus any portion of a Ride cost that is in excess of $20.00. The $2.00 charge is referred to as a co-pay. The City will only subsidize a total of up to $18.00 per Ride through an Uber Voucher. Any additional Ride costs exceeding $20.00 will be paid by the City User, in addition to the $2.00 co-pay.

A. City User will pay Uber directly for the first $2.00 of the trip through their payment method (credit/debit card or gift card) saved on their Uber account. Contractor is required to apply the total of all co-payments collected from each month as a credit towards the City's monthly statement as described in Section D of Exhibit "A."

III. The fare for the City User shall be $0.00 per Ride for any Rides booked through Uber Central. These Rides may only occur if specifically requested by the Coordinator.

IV. The City will compensate Contractor as set forth in Section 5 of Exhibit "C". All City User ridership information shall be accessible through the Administrative Dashboard as described in Section I.F of Exhibit "A."

V. The total compensation for the Services shall not exceed $2,000,000, as provided in Section 2.1 of this Agreement.

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

I. In coordination with City's Contract Officer, Contractor shall complete a series of three phases within a four-week schedule to implement a successful launch of the Voucher Program. The proposed four-week schedule may be expedited if necessary.

A. Phase I: Planning (approximately two weeks)

1. Initiation and Design

B. Phase II: Implementation (approximately two weeks)

1. Build, Train, Train, Test, and Deploy

C. Phase III: Maintenance and support (ongoing)

1. Ongoing support and refinement of City's Voucher Program on an as-needed basis

II. City User may request rides via the Uber App twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

III. City may request rides for City User through Uber Central twenty-four hours per day (24/7), three hundred sixty-five days per year (365), including all holidays.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ADMINISTRATIVE SERVICES COOPERATIVE, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ADMINISTRATIVE SERVICES COOPERATIVE, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 202_ by and between the CITY OF CARSON, a California municipal corporation ("City") and ADMINISTRATIVE SERVICES COOPERATIVE, INC., a California corporation ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "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. Contractor, 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 Contractor 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor 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, Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Contractor's Proposal.

The Scope of Service shall include the Contractor'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.

Contractor 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.

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

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor 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 Contractor, 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 Contractor. 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. 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 Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Million Dollars ($2,000,000)** for the initial term of the Agreement (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 Contractor'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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

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.

Contractor 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 Contractor, 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 Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

This Agreement shall commence on January 1, 2026, and shall remain in full force and effect for five (5) years thereafter, unless earlier terminated in accordance with Article 7 of this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Marco A. Soto, Vice President and Director of Operations (Project Manager)

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 Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be Jason Jo, Transportation Supervisor, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the 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 Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor 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, with two million dollars ($2,000,000) in excess coverage for a total of four million dollars ($4,000,000).

(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 Contractor 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 Contractor 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 Contractor'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 Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

(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 Contractor 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 Contractor.

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 Contractor'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 Contractor 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 Contractor 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] _____
> Contractor 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 Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. 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. Contractor'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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor 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, Contractor 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

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

(a) Contractor 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) Contractor 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 Contractor hereunder; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor 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 Contractor 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 Contractor

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.

Contractor 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 City 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 Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without

liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have 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 Contractor fails to secure such assignment, Contractor 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 Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor 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 Contractor'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.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 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, Contractor 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Contractor may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Contractor has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Contractor with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed by the City therefor.

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 Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects 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 Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 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 Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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 Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 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. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks]

CONTRACTOR:

ADMINISTRATIVE SERVICES COOPERATIVE, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 2050 W. 190th Street, St 100
Torrance, CA 90504

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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TITLE(S)

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. The City's Dial-A-Ride ("DAR") Program provides demand-responsive services based on the curb-to-curb concept for registered participants. Contractor will perform the following services for the City's DAR program in accordance with the following standards:

A. Hours of Operation: Services shall be made available to participants between 4:00 a.m. to 10:00 p.m., three hundred sixty-five (365) days per year, including all holidays.

B. Eligibility:

1. Criteria: Contractor shall receive requests for and dispatch Dial-A-Ride taxi services to City of Carson residents who are: (i) at least sixty (60) years of age; or (ii) disabled adults eighteen (18) years of age or older who are unable to use public transit because of a physical, mobile, hearing and/or vision impairment.

2. Intake: Contractor acknowledges that City staff shall provide intake services for qualifying applicants, receive and process applications, and provide the Contractor with new users and their respective user identification pictures, as more particularly detailed in Section 1.10. Contractor shall issue picture-bearing identification swipe/tap cards to City staff for distribution via postage mail.

3. Participant Co-Pays: Contractor acknowledges that City staff shall collect, record, and apply the $2.00 participant co-pays for each trip to the respective profiles of the participants.

C. Requesting a Ride:

1. Dispatch: To request a DAR program ride, passengers must call dispatch at least fifteen (15) minutes in advance of their requested pick-up time and provide their user identification number or their first and last name. Participants requesting a Wheelchair Accessible Vehicle (WAV) must call dispatch in advance, but shall not be required to call more than twenty-four (24) hours in advance, of their requested pick-up time. Passengers must also physically present their identification card to their driver and confirm their destination prior to embarking.

2. Response Times: All drivers shall arrive within a twenty (20) minute window (+/-20) of their scheduled pick up time. If a driver arrives more than twenty (20) minutes past the scheduled pick up time, the trip shall be free of charge and City shall not be billed for any portion of the trip. Contractor shall still be obligated to complete the trip for the passenger and record such trips as a Courtesy Ride. Drivers shall drop off passengers

at their destinations no later than twenty (20) minutes past their required drop time. However, the Contractor shall not be held responsible for failure to provide on-time service due to forces beyond its immediate control. These are instances that would be considered "force majeure" situations. In the event of such an occurrence, sufficient documentation of the circumstances shall be provided to the City for approval by the Contract Officer. The unavailability of available drivers at the time of any given ride shall in no way constitute a "force majeure" situation.

3. Reservation Service: Contractor will accept reservation requests 24 hours a day, 7 days a week, and as early as two (2) weeks in advance. Participants may cancel reservations for a scheduled pick up and the same will be logged in the monthly report.

4. Subscription Service: Participants will have the option of scheduling a standing pick-up time for the same hour daily or weekly. The dispatch department will be in charge of scheduling the trips and keeping a log of all the subscription service trips.

D. <u>Dispatch Center</u>:

1. Wait Times: Contractor's initial hold time for reservation calls shall not exceed two (2) minutes and the average initial hold time shall not exceed one (1) minute.

2. Contractor shall provide a dedicated telephone number for the exclusive use of participants of the DAR program. Contractor shall have dispatch operators identify themselves by saying "Carson Dial-A-Ride" within their greeting.

3. Contractor's dispatching and schedule system shall include:

   a) Maintain a customer database with records of past rides.

   b) On-time performance monitoring with ride times, scheduled pickup times versus actual pickup times, and tracking information to verify pick-ups that were completed more than twenty (20) minutes past their scheduled time.

4. Dispatch operators shall at all times be courteous, friendly, helpful, and patient with callers. Operators must possess a strong command of the English language, have translators available for Spanish and Tagalog speaking callers, and accommodate Teletypewriter (TTY) for hearing-impaired callers.

5. Shared Rides: Contractor shall make every reasonable effort to create shared rides in order to minimize costs to the City and to reduce environmental footprint. To encourage shared rides, passengers who are

picked up at the same origin and vehicle and share the same destination shall ride for a single fare.

E. <u>Service Area</u>:

1. City Boundaries: Passengers may travel to and from all areas of the unrestricted City boundaries as depicted in Exhibit "A-1". Trips that originate and end within these areas may be for any purpose, including but not limited to: banking, shopping, medical, recreational, educational, and social.

2. Outside City Boundaries: Passengers may also travel to and from areas within the defined perimeter outside of City boundaries as depicted in Exhibit "A-1". Trips to any of these areas are allowed for medical and social service purposes ONLY.

3. Satellite locations: In addition to the defined perimeter outside of City boundaries, passengers may also travel to and from eighteen (18) City-approved satellite locations for medical and social service purposes as depicted in Exhibit "A-1".

4. The boundaries of the City and satellite destinations are subject to change by City at any time and are based solely on the needs of the City.

5. Should a passenger request a non-medical/social service trip to an area outside of the City boundaries, the trip shall be subsidized up to the Carson boundary and the passenger, with his/her acknowledgement, shall be charged the regular taxi rate for this latter leg of the trip. Should the passenger request a non-medical/social service trip out of an area outside of the City boundaries, the first leg leading up to the City boundary shall be charged the regular taxi rate.

F. <u>Pick-up and Drop-off Standards</u>:

1. Personal assistance: All drivers shall be courteous and offer curb-to-curb service for any passengers who may appear to need assistance, or as requested by the passengers, with entering/exiting the vehicle, assisting with personal items such as bags or groceries, and opening/closing vehicle doors as needed.

2. Passenger delays: All drivers shall demonstrate patience and courtesy should any passengers require more time entering/exiting the vehicle. As certain passengers may have physical conditions such as loss of hearing or stiff joints, drivers shall be professional, understanding, and safely accommodate the passengers to the best of their abilities.

3. Travel Aide: Passengers may bring up to one (1) travel aide or care provider during their trip. Passengers must request this accommodation when placing their request to the dispatch center.

4. Guests: Up to four (4) total passengers (inclusive of program participants and their travel aides or other guests) may travel together for the price of one ride.

5. Gratuities: Drivers are strictly prohibited from asking passengers for tips and/or other forms of gratuities. Contractor shall provide or develop a disciplinary plan to ensure adherence to this rule.

6. Safety: Should any passengers express extreme discomfort or concerns for their safety due to the behavior of their driver, Contractor shall counsel the driver to ensure immediate correction within one (1) business day.

G. <u>Driver Requirements</u>:

1. Credentials: Maintain all applicable licenses as required by the State of California for the operation of commercial vehicles. No driver shall be permitted to drive who has: (a) More than two points on his/her driving record within the prior twelve (12) months under the Department of Motor Vehicles point system; or (b) more than three points within the prior thirty-six (36) months under the Department of Motor Vehicles point system; or (c) has had his/her driving privileges placed on probation by the Department of Motor Vehicles; or (d) has been convicted in any jurisdiction of any driving offense(s) involving driving under the influence of alcohol or drugs, driving with a suspended or revoked driver's license, or reckless driving.

2. Be alert, clean in appearance and hygiene, courteous, sober, drug-free, and competent in their driving skills.

3. Operate a vehicle which is safe and clean in appearance, free of smoke and/or strong odors, mechanically sound, and seating capacity for four (4) or more passengers.

4. Smoking and/or vaping inside of the vehicle is strictly prohibited at all times.

5. Under no circumstances shall drivers request gratuities and/or tips from the passenger(s) or public.

H. <u>Drug and Alcohol Testing</u>:

1. Contractor shall conduct an ongoing drug and alcohol testing program which shall meet all applicable state and federal standards to include, but not limited to: test on incident or accident, test on reasonable

suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms.

I. Safety Trainings:

1. Contractor shall have new drivers complete a driver safety training program during their onboarding. The program shall include driver training, map reading, taxicab rules and regulations, computerized dispatch systems, customer relations, sensitivity training for passengers with special needs, Americans with Disabilities Act requirements, and behind-the-wheel training.

J. Vehicles:

1. Each taxicab made available to the City's DAR program shall be a full-sized sedan or minivan and equipped with fully functioning air conditioning and heating systems, speedometers, fuel gauges, 4-way hazard flashers, headlights, windshield washers/wipers, safety mirrors, fire extinguisher, and seat belts. Each vehicle shall also be equipped with onboard radio and/or data tablet for constant communication with dispatch.

2. Wheelchair Accessible Vehicles (WAVs) shall be made available to participants within the same service parameters and compensation rates as regular taxicabs, except as otherwise provided in Exhibit C (Schedule of Compensation). WAVs shall meet all requirements of the Americans with Disabilities Act of 1990 and all subsequent and applicable amendments as well as all related Federal Regulations, including but not limited to, 47 CFR Parts 37 and 38. Contractor acknowledges and agrees that DAR program participants who request a wheelchair-accessible ride from Uber (under Uber's contract with the City) may be referred to Contractor for service pursuant to this Agreement, and Contractor shall accommodate all such ride requests with WAVs in accordance with the terms of this Agreement.

3. Flag drop meters in all Vehicles shall be calibrated once every twelve (12) months by an approved testing firm. The Contract Officer may require additional calibration if needed to ensure accurate calibration.

K. Accidents, Incidents, Complaints:

1. Contractor shall require that all drivers complete an "Incident Report" or "Accident Report" if they opt to participate in the City's DAR program. Reports shall be submitted to the Contract Officer within 24 hours of a reportable incident or accident associated with a trip performed for the City.

2. Contractor shall have a dedicated employee to answer the Contractor's customer service issues and complaints received by the City. The associate shall also keep a log of all complaints belonging to the City's DAR program for future review as needed.

3. Customer complaints or Service complaints include, but are not limited to: missed pick-ups, failure to pick-up, late pick-ups (i.e., 20 minutes or greater), and/or any behavior by Contractor that is in breach of this Agreement (i.e., asking/demanding participants for tips). All complaints must be addressed and resolved by the Contractor within two (2) business days from the original submission.

L. <u>Americans with Disabilities Act</u>:

1. Contractor shall comply with the Americans with Disabilities Act of 1990 and all subsequent and applicable amendments as well as all related Federal Regulations, including but not limited to, 47 CFR Parts 37 and 38. Contractor shall provide service to passengers with service animals.

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

A. Monthly service performance reports shall be transmitted to the Contract Officer no later than the 15th of each subsequent month with the following information, but not limited to:

1. Ridership

2. On-Time Performance

3. Adherence to the Plan Schedule

4. Complaints and Compliments of Service

5. Security Statistics

6. Revenue Data

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

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

A. William Rouse, General Manager

B. Egor Schulman, Dispatch Manager

C. Marco Soto, Vice President and Director of Operations/Project Manager

D. Monica Campis, Major Accounts Manager

E. Joyce Sage, Dispatchers and Customer Service Supervisor

F. Sean Davis, Operations Staff/Field Supervisor

G. Training Department

H. Qualified Staff

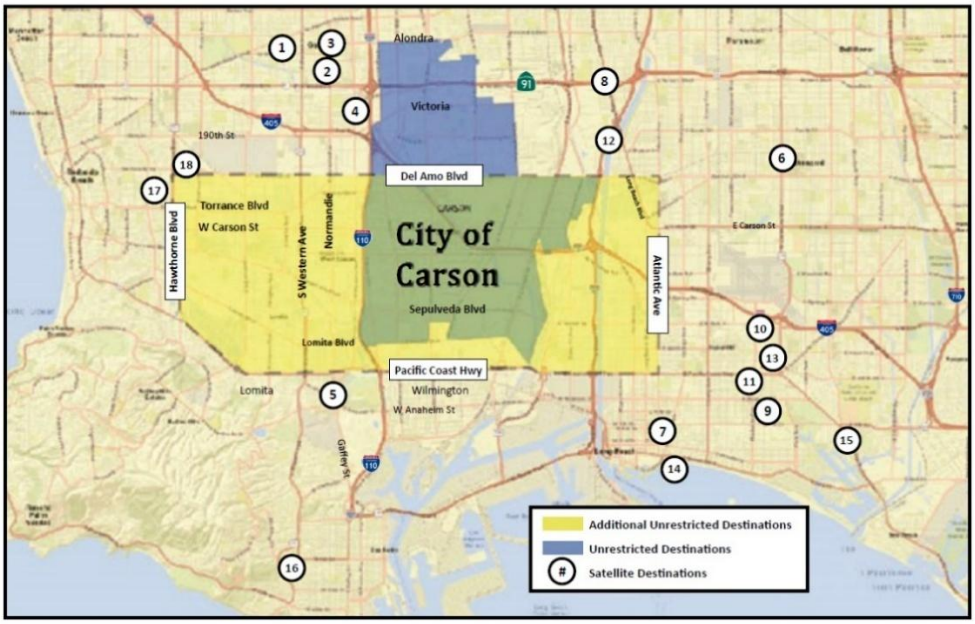
I. Qualified Drivers

EXHIBIT "A-1"

DIAL-A-RIDE SERVICE MAP

City of Carson

Dial-A-Ride Service MAP



	Satellite Destinations	Address	City
1.	Kaiser Gardena	15446 Western Avenue	Gardena, CA
2.	Community Hospital of Gardena	1246 155th Street	Gardena, CA
3.	Memorial Hospital of Gardena	1145 W. Redondo Beach Boulevard	Gardena, CA
4.	Gardena-Carson YMCA	1000 W. Artesia Avenue	Gardena, CA
5.	Kaiser Permanente Harbor City	25825 S. Vermont Avenue	Harbor City, CA
6.	Lakewood Regional Hospital	3700 South Street	Lakewood, CA
7.	St. Mary's Medical Center	1050 Linden Avenue	Long Beach, CA
8.	California Pools of Hope, Inc.	6801 N. Long Beach	Long Beach, CA
9.	L.B. Community Hospital	1720 Termino Avenue	Long Beach, CA
10.	Harriman Jones Medical Center	2600 Redondo Avenue	Long Beach, CA
11.	Kaiser Clinic	3900 E. Pacific Coast Highway	Long Beach, CA
12.	Kaiser Dialysis	145 W. Victoria Street	Long Beach, CA
13.	Long Beach Health Department	2525 Grand Avenue	Long Beach, CA
14.	Long Beach Senior Center	1150 E. 4th Street	Long Beach, CA
15.	Veteran's Hospital	5901 E. 7th Street	Long Beach, CA
16.	San Pedro Peninsula Hospital (Little Company of Mary Hospital)	1300 W. 7th Street	San Pedro, CA
17.	Little Company of Mary Hospital	4101 Torrance Boulevard	Torrance, CA
18.	Social Security Office	20000 Mariner Ave. #150	Torrance, CA

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (additions are shown in ***bold italics*** and deletions are shown as ~~strikeouts~~):

I. Section 2.2, "Method of Compensation, is hereby amended as follows:

"2.2 Method of Compensation.

The method of compensation ***shall*** ~~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 Contractor'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 ***as*** specified ***in Section 2.4 and*** the Schedule of Compensation."

II. Section 1.10 "City Obligations & Wheelchair-Accessible Ride Referrals," is hereby added to read as follows:

"1.10 City's Obligations & Wheelchair-Accessible Ride Referrals.

(a) Intake; Wheelchair-Accessible Ride Referrals: City staff shall provide intake services for qualifying applicants, receive and process applications, and provide the Contractor with new users and their respective user identification pictures. Contractor acknowledges that the City may separately retain or utilize other contractor(s) to implement or provide rides pursuant to the DAR Program during the term of this Agreement, and that qualifying applicants shall have the option to select Contractor, pursuant to this Agreement, or such other contractor(s), pursuant to any applicable agreement entered into between the City and such contractor(s), based on the applicants' need and preferences on a ride-by-ride basis. Contractor acknowledges that as of the effective date of this agreement, the City has separately retained one such other contractor, which is Uber Technologies, Inc. ("Uber").

(b) Participant Co-Pays: City staff shall collect, record, and apply the $2.00 participant co-pays for each trip to the respective profiles of the participants."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall perform the services at the following rates:

SERVICES	RATES
A. Flag Drop:	$3.10 for the first mile or any portion thereof
B. Distance:	$2.97 per additional mile or any portion thereof
C. Trip Processing Fee (if applicable):	$0.50 per trip
D. Administrative Flat Fee (if applicable):	$3,000 per month
E. New participant ID card:	$5.00 per ID card

$20.00 fee shall apply for WAVs or wheelchair service. Contractor shall clearly separate and list WAV rides from non-WAV rides.

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

A. Line items for all trips provided together with information associated with each trip including, but not limited to: passenger identification number, trip number, driver number, date, times, pick-up/drop-off addresses, cost of trip, vehicle miles traveled, revenue miles, and number of total passengers.

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

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

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

III. The total compensation for the Services shall not exceed $2,000,000 for the term of the Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Service days shall be seven (7) days per week, and service hours shall be 4:00 a.m. to 10:00 p.m.

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

RFP 25-004: Dial-A-Ride Services

Uber

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Dial-A-Ride services for local municipalities. Proposers' ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and drivers - Customization of tools and parameters to meet program needs	25 points 23.25
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Average Booking time - Average Waiting time - Government agency partnerships	25 points 24
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for driver accountability and behavior - End user experience (trip status updates, trip progress, etc.) - Quality and completeness of proposal	20 points 18.75
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison using Carson ridership data - Wheelchair fee, Call center fee	30 points 26.25
	SCORE	92.25 / 100

RFP 25-004: Dial-A-Ride Services

Administrative Services Co Op

Proposal Evaluation Criteria		Maximum Points
A	**Proposer/Staff Expertise & Experience**: Qualifications, experience, technical knowledge, required certifications of Proposer, and key personnel. Demonstrated experience and successful contract performance as a specialized provider of Dial-A-Ride services for local municipalities. Proposers' ability and experience to operate the project as specified in the RFP. - Qualifications and experience of Key Personnel team members - Network of vehicles and drivers - Customization of tools and parameters to meet program needs	25 points 22.5
B	**Past Performance**: Client satisfaction with similar scope of work, proven ability to perform tasks on schedule, and history of reasonable and cooperative working relationships with current and/or former municipalities. The City may use past performance information obtained from sources outside of those provided by proposers. - Average Booking time - Average Waiting time - Government agency partnerships	25 points 20.25
C	**Work Methodology**: Demonstrated understanding of requirements and ability to meet the requirements of the City. Approach to Scope of Services and available company resources. Overall quality of proposal. - Company measures for driver accountability and behavior - End user experience (trip status updates, trip progress, etc.) - Quality and completeness of proposal	20 points 17.25
D	**Fee Proposal**: Cost to provide the services and personnel as they relate to the RFP requirements and methodology. Rates detailed are competitive and in line with the services being requested. Proposal provides an overall cost-effective solution. - Cost comparison using Carson ridership data - Wheelchair fee, Call center fee	30 points 25.75
	SCORE	85.75 / 100

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for managing and delivering the City's Capital Improvement Program (CIP), which includes infrastructure projects such as roadway, storm drain, and facility improvements. The Department also oversees the Annual Citywide Pavement Maintenance Program, which ensures the City's streets are maintained and rehabilitated on a regular schedule. To enhance the Department's capacity to deliver projects efficiently and maintain construction quality, staff solicited professional Construction Management and Inspection Services to supplement City resources. In November 2023, the City Council approved a 30-month Contract Services Agreement with Z&K Consultants, Inc. (Z&K) for these services in an amount not to exceed $482,635, with a contract term through June 30, 2026. The City also maintains a separate on-call contract with Z&K for Project Management Services, which is distinct from the scope of services covered under this agreement.

As the City advanced into Phases 5, 6, and 7 of the Pavement Maintenance Program, staff requested and Council approved Amendment No. 1, which added $308,986 to the Z&K contract. This amendment allowed the City to continue delivering residential street improvements efficiently across all districts. Since that time, a number of the City's large-scale and complex CIP projects have progressed into the construction phase, increasing the workload beyond what internal City inspection staff can effectively manage. Z&K has been instrumental in providing on-site inspection and project management support to ensure projects remain on schedule and are completed in accordance with City standards and specifications.

Given the continued expansion of the City's construction activity and the upcoming phases of both the Pavement Maintenance Program and other priority capital projects, additional support is needed to maintain project momentum and prevent delays. Accordingly, staff recommends that the City Council approve Amendment No. 2 to the Construction Management and Inspection Services Agreement with Z&K Consultants, Inc., increasing the contract amount by $500,797, for a revised not-to-exceed total of $1,292,418, and extending the contract term through June 30, 2027. This amendment will ensure uninterrupted construction management support for ongoing and future City projects and will allow the Public Works Department to continue delivering capital improvements in a timely and cost-effective manner.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services, increasing the contract sum by $500,797.00 for a total contract sum of $1,292,418.00 and extending the term until June 30, 2027; and,
2. AUTHORIZE the Mayor to execute Amendment No. 2 to the agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Contract Services Agreement with Z&K Consultants to provide on-call Construction Management & Inspection Professional Services.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City Council approved the Fiscal Year 2025-2030 Five-Year Capital Improvement Program (CIP) on June 17, 2025. The updated CIP reflects a significant increase in both the number and complexity of projects compared to previous plans, as the City continues investing in infrastructure, transportation, parks, and facility improvements. In addition, the annual Citywide Pavement Maintenance Program will continue advancing through new phases each year to improve the overall condition of residential streets throughout Carson. Given the higher workload associated with these projects, there is a continued need for on-call consulting support to assist City staff with construction management and inspection services. These consultants play a key role in ensuring projects are delivered on schedule, within budget, and in accordance with all construction standards and regulatory requirements.

In 2023, the Public Works Department issued Request for Qualifications (RFQ No. 23-002Q) seeking qualified firms to provide on-call construction management and inspection services for various capital projects and citywide maintenance programs. Following the competitive selection process, Z&K Consultants, Inc. (Z&K) was one of three firms awarded an agreement by the City Council on November 21, 2023. The original contract authorized an amount not to exceed $482,635 for a 30-month term ending June 30, 2026, with two optional one-year extensions.

As the City entered Phases 5, 6, and 7 of the Citywide Pavement Program, staff requested and Council approved Amendment No. 1 to Z&K's contract, increasing the agreement by $308,986 for a new total of $791,621. This amendment allowed the continuation of efficient street rehabilitation efforts across all districts. Since the original award, Z&K has provided construction management and inspection services for several major City projects, including the Emergency Operations Center and multiple phases of the Citywide Pavement Program. With additional phases scheduled in the current fiscal year and several other high-priority public works projects entering or continuing in construction, Z&K's ongoing support remains critical to maintaining project schedules and ensuring quality control.

To sustain these efforts, staff recommends that the City Council approve the proposed Amendment No. 2 to the Construction Management and Inspection Services Agreement with Z&K Consultants, Inc., increasing the contract by $500,797 for a new not-to-exceed total of $1,292,418, and extending the contract term through June 30, 2027. This amendment will provide the Public Works Department with the continued resources necessary to manage the City's expanding capital program and deliver high-quality infrastructure improvements in a timely and cost-effective manner.

V. FISCAL IMPACT

If the proposed Amendment No. 2 is approved, the Contract Services Agreement with Z&K Consultants, Inc. for Construction Management and Inspection Professional Services will be increased by $500,797, resulting in a new not-to-exceed total contract amount of $1,292,418. Of the total amendment amount, $300,760 will be utilized during the current Fiscal Year 2025-26, with funds available in the Engineering Professional Services Account (No. 101-80-820-100-6004) within the adopted budget. The remaining $200,037 is anticipated to be incorporated into the Fiscal Year 2026-27 budget as part of the City's annual budget process. No additional appropriation is required at this time.

VI. EXHIBITS

1. Z&K Construction Management & Inspection Original Agreement
2. Z&K Construction Management & Inspection Amendment 1
3. Z&K Construction Management & Inspection Proposed Amendment 2

Attachments

Exhibit 1. Z&K Construction Management & Inspection Original Agreement

Exhibit 2. Z&K Construction Management & Inspection Amendment 1

Exhibit 3. Amendment No. 2 Z&K Consultants

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Crystal Fraire, PE, QSD/P	Principal-in-Charge
(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 Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

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 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Crystal Fagin, 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: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Jasmine Fagin, 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: M Bentley

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

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- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

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

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

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

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

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

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

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

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Zack Faqih, Senior Construction Manager

B. Tommy Russell, Senior Construction Manager

C. Nadeem Syed, Senior Construction Manager

D. Anthony Flores, Senior Construction Manager

E. Thomas Dawson, Senior Construction Manager

F. Brittany Duhn, Office Engineer

G. Lauren Wiley, Office Engineer

H. Yara Sharabi, Office Engineer

I. Amber Garcia, Labor Compliance Officer

J. Charles Lamb, Landscape Inspection

K. Noah Hernandez, Senior Construction Inspector

L. Jimmy Martin, Senior Construction Inspector

M. Gregory Hunkle, Senior Construction Inspector

N. Michael Sanchez, Senior Construction Inspector

O. Eddie Davalos, Senior Construction Inspector

P. Ahmad Alhroob, Construction Inspector

Q. Omar Sharabi, Construction Inspector

R. Jamil Borner, Construction Inspector

S. Mahmound Awad, Construction Inspector

T. Noah Hernandez, Construction Inspector

U. William Henry, Senior Land Surveyor (as needed)

V. Ahmed Ibrahim, Structural Engineer (as needed)

W. Salvador Orozco, Sr. Traffic/Signal Engineer (as needed)

X. Dion Castro, SWPPP/Environmental Specialist (as needed)

Y. Alfred Ramirez, AutoCAD/Microstation Designer (as needed)

Z. Thomas Russell, Sr. Electrical Specialist (as needed)

AA. Eddie Davalos, Sr. Civil and Grading Specialist (as needed)

BB. Converse Consultants, Subcontractor, Materials Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

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

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

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

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the

certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of Converse Consultants which provides materials testing services,*** 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00

July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
BILLING RATES

Senior Construction Manager	$157
Construction Manager	$152
Senior Construction Inspector	$146
Construction Inspector	$138
Office Engineer	$145
Senior Highway & Bridge Designer/Structural Engineer	$165
Traffic Signal/Electrical Inspector	$140
SWPPP/Environmental Specialist	$130
Senior Traffic/Signal Engineer	$136
Public Relations/Community Outreach	$135
Civil/Land Development Designer	$130
Senior Land Surveyor	$142
Senior Landscape Architect	$148
Labor Compliance Officer	$135

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicole Hatcher
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (480) 998-8038 FAX (A/C, No): E-MAIL ADDRESS: nicole.hatcher@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : James River Insurance Company	12203
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Z & K Consultants, Inc.
22295 Jessamine Way
Corona, CA 92883

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE AGGREGATE Prod Comp	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-9K77696A-23-47-G	5/18/2023	5/18/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg $2,000,000 Each	1,000,000
C	Excess E&O/Prof Liab			00148570-0	9/26/2023	7/10/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the City of Carson applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/17/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

N Hatcher

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-03-23 **ST ASSIGN:**

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant"), is effective as of the 28th day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call construction management, inspection and materials testing services, including in connection with City's street paving projects, for a not-to-exceed Contract Sum of $482,635.00 for the Term spanning from January 1, 2024 to June 30, 2026, with two optional one (1) year extension periods.

B. The Contract Sum will need to be increased by $308,986.00 because the original budgeted amount was estimated based on certain streets anticipated to be paved, but now City desires to expand the streets needing paving which in turn necessitates increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $308,986.00 from $482,635.00 to $791,621.00.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

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 ***Seven Hundred Ninety One Thousand Six Hundred Twenty One Dollars and Zero Cents ($791,621.00)*** ~~Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents ($482,635.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in Exhibit "C."

B. Section I. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	~~$192,270.00*~~ ***$279,336.00***
July 1, 2025 through June 30, 2026:	~~$196,115.00*~~ ***$418,035.00***
Total:	~~$482,635.00~~ ***$791,621.00***
July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038.00 (extension period)*

~~*Amount reflects 2% increase from prior year.~~"

C. Section 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 ***$791,621.00*** ~~$482,635.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the 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.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[alh; rjl]

CONTRACTOR:

Z&K CONSULTANTS, INC., a California corporation

By: _____
Name: Crystal Fraire
Title: President

By: _____
Name: ZEYAD M. FAHOTH
Title: SECRETARY

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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 24 July, 2025 before me, M. Bentley, Notary public, personally appeared Crystal Fraire 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: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 24 July, 2025 before me, M. Bentley, Notary Public, personally appeared Zeyad Faqih, 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: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Z&KCONS-01 GLADYSCARRILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashly James	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (623) 278-4358	FAX (A/C, No): (623) 278-4358
	E-MAIL ADDRESS: ashly.james@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : Travelers Indemnity Company of Connecticut	25682
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : HDI Global Specialty SE	A1340J
	INSURER D : James River Insurance Company	12203
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6802J978123	5/18/2025	5/18/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BA6W812054	5/18/2025	5/18/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP-7W800864-25-47	5/18/2025	5/18/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0						Products-Comp	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	UB9K77696A	5/18/2025	5/18/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			FRS-H-P-PL-00013375-02	7/10/2025	7/10/2026	See Description	
D	Excess Liability			P0000009250	7/10/2025	7/10/2026	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E&O/Professional Liability | Policy Number: FRS-H-P-PL-00013375-02 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $15,000 each claim I Deductible Aggregate $45,000 I retroactive date: full prior acts

Excess E&O/Professional Liability | Policy Number: P0000009250 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: Each Claim: $1,000,000. General Aggregate $1,000,000 | Retro Date: 9/26/2023

Certificate Holder Is named Additional Insured as respects to General Liability. This insurance is primary and non-contributory with any other insurance of the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
7/21/2025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Baw

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AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant") is effective as of ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call construction management, inspection and materials testing services, including in connection with City's street paving projects, for a not-to-exceed Contract Sum of $482,635.00 for the Term commencing January 1, 2024 through June 30, 2026, with two optional one (1) year extension periods with pricing for each extension term in Exhibit "C."

B. City and Consultant entered into an amendment to the Agreement dated July 28, 2025 ("Amendment No. 1"), to increase the Contract Sum by $308,986.00 thereby increasing the not-to-exceed Contract Sum from $482,635.00 to $791,621.00 because the City's needs for paving on additional streets expanded which in turn necessitated increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $300,760.00 for the existing term of the Agreement through June 30, 2026 and exercise its first option to extend the Term to June 30, 2027 with an increase in total compensation of $200,037.00 (the full amount allowable under the extension term) thereby bringing the total not-to-exceed Contract Sum from $791,621.00 to $1,292,418.00 to allow Consultant to continue providing construction management, inspection and materials testing services for increased work.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million*** ~~Seven~~ ***Two*** Hundred Ninety ***Two*** ~~One~~ Thousand ***Four*** ~~Six~~ Hundred ***Eighteen*** ~~Twenty One~~ Dollars and Zero Cents ($***1,292,418.00*** ~~791,621.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its option~~s~~ to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to ***such*** ~~each~~ Extension Term, as set out in 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 commencing January 1, 2024 and expiring June 30, 202***7***~~6~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the term by ~~two~~ ***one*** (***1***~~2~~) additional one-year term~~s~~ (~~each,~~ an "Extension Term"). The pricing to be applied for ***such*** ~~each~~ Extension Term is listed in Exhibit "C.""

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$279,336.00
July 1, 2025 through June 30, 2026:	~~$418,035.00~~ ***$718,795.00***

July 1, 2026 through June 30, 2027:	***$200,037.00***
Total:	~~$791,621.00~~ ***$1,292,418.00***
~~July 1, 2026 through June 30, 2027:~~	~~$200,037.00 extension period)~~
July 1, 2027 through June 30, 2028:	$204,038.00 (extension period)"

D. Section IV of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The total compensation for the Services shall not exceed ***$1,292,418.00*** ~~$791,621.00~~ as provided in Section 2.1 of this Agreement."

4. 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 this Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. 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.

7. 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.

8. 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 FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
Z & K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

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. 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.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 32.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT WITH JAKHER INC. FOR ON-CALL SUPPORT OF THE ANNUAL CITYWIDE PAVEMENT MAINTENANCE PROGRAM, EXTENDING THE TERM THROUGH JUNE 30, 2026 (CITY COUNCIL)

I. SUMMARY

In Fall 2023, the City launched its Annual Citywide Pavement Maintenance Program, an ongoing initiative aimed at improving the quality and safety of residential streets across all districts. To deliver the work efficiently, the City awarded four construction contracts (one per district) to two qualified pavement construction firms. Recognizing the size and complexity of the program, the City entered into a Contract Services Agreement with Jakher, Inc. in January 2024 to provide dedicated project management support for the pavement program. The original agreement authorized a not-to-exceed amount of $24,500 and a one-year term ending January 21, 2025.

As the program expanded and additional phases were initiated, staff determined that increased project management assistance was necessary to maintain schedules and coordinate multiple concurrent projects. Amendment No. 1, executed in July 2024, increased the contract by $49,500 for a new total of $74,000. Both the original contract and first amendment were executed under the City Manager's authority in accordance with Carson Municipal Code (CMC) Article II, Chapter 6, Section 2604. With the start of Phases 5, 6, and 7 of the pavement program, staff again identified the need for continued on-call project management support. On September 17, 2024, the City Council approved Amendment No. 2, which increased the contract by $74,000 (for a total of $148,000) and extended the term through June 30, 2025. This additional support allowed the City to maintain efficiency and quality control during active construction across multiple districts.

As the City now prepares to embark on the next phase of residential street improvements, further project management assistance is required to ensure seamless coordination and timely completion of the work. Staff is therefore requesting Council approval of the proposed Amendment No. 3 (Exhibit 4) to the Contract Services Agreement with Jakher, Inc. The proposed amendment would increase the total contract amount to $235,375 and extend the term through June 30, 2026. This continuation of services will allow the City to maintain effective oversight and ensure the successful delivery of upcoming phases of the Annual Citywide Pavement Maintenance Program.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 3 to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $87,375 for a new total not-to-exceed contract amount of $235,375 and extending the term of the contract through June 30, 2026 (Exhibit 4); and,
2. AUTHORIZE the Mayor to execute Amendment No. 3 to the Contract Services Agreement with Jakher Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE another action the City Council deems appropriate, and consistent with the requirements of the law.

IV. BACKGROUND

The City of Carson's roadway network spans approximately 245 centerline miles and represents one of the community's largest public assets. To assess and maintain this infrastructure, the City uses a Pavement Management Program (PMP), which evaluates every roadway segment and assigns a Pavement Condition Index (PCI), a standardized score that helps determine what type of pavement treatment or repair each street requires. Based on data collected during 2021-2022, Carson's overall pavement system was rated "Fair" with an average PCI score of 56. This rating underscores the ongoing need for roadway maintenance and rehabilitation to improve driving conditions and extend pavement life.

Historically, roadway improvements have been carried out by the Public Works Department's Engineering Division through various Capital Improvement Program (CIP) projects. These projects not only rehabilitate pavement but also include associated infrastructure repairs such as curb and gutter replacement, drainage improvements, driveway reconstruction, and ADA-compliant curb ramp installations. On August 1, 2023, the City Council adopted Ordinance No. 23-2307, which amended Section 2612 of the Carson Municipal Code to broaden the definition of "maintenance work" for street resurfacing projects. The ordinance increased the allowable resurfacing depth from less than one inch (1") to up to two inches (2"), providing the City greater flexibility to complete more substantial pavement improvements through maintenance contracts rather than the traditional design-bid-build method. This change allows the City to accelerate roadway rehabilitation efforts while maintaining cost efficiency.

Following this change, the Public Works Operations Division assumed responsibility for administering and overseeing the Annual Citywide Pavement Maintenance Program, which was developed under the direction of the Public Works Director. The program was established in alignment with the City Council's initiative to make Carson a destination city and to promote sustainable and active modes of transportation. It also supports the City's long-term preparations for hosting major international sporting events, including the 2028 Olympic and Paralympic Games, where Carson will serve as one of the designated host cities. To achieve these goals, the City Council awarded four annual pavement maintenance contracts in Fall 2023, covering each of the City's four council districts. However, the accelerated pace and scale of this program have exceeded the capacity of existing City staff within the Operations and Maintenance Division to manage the number of concurrent projects effectively.

To meet this need, the City engaged Jakher, Inc. to provide project management services for the Citywide Pavement Maintenance Program. Similar to the City's on-call construction management consultants for capital projects, Jakher, Inc. works closely with the Right-of-Way (ROW) Superintendent to ensure that designated streets are resurfaced efficiently, ADA requirements are met, and all work complies with City standards and specifications. As the next phases of the program move forward, and with the recent resignation of the ROW Superintendent, a key position in the successful delivery of pavement rehabilitation projects, continued project management support from Jakher, Inc. is essential. Their involvement will help maintain oversight, coordination, and momentum while recruitment for this critical position is underway, ensuring there are no disruptions or delays in the City's paving schedule.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 3 to the Contract Services Agreement with Jakher, Inc., extending the contract term through June 30, 2026, and increasing the total contract amount to $235,375. This amendment will ensure that the next phases of the Annual Citywide Pavement

Maintenance Program continue without interruption and that project delivery remains efficient and well-coordinated.

V. FISCAL IMPACT

Approval of the proposed Amendment No. 3 will increase the Contract Services Agreement with Jakher, Inc. by $87,375, resulting in a new not-to-exceed total contract amount of $235,375. Funding for this amendment is available in the Fiscal Year 2025-26 Adopted Budget under the Asphalt Professional Services Account (No. 101-80-840-281-6004). No additional appropriation is required.

VI. EXHIBITS

1. Jakher Inc. Original Agreement
2. Jakher Inc. Amendment No. 1
3. Jakher Inc. Amendment No. 2
4. Jakher Inc. Proposed Amendment No. 3

Attachments

Exhibit 1. Jakher Inc. Original Agreement

Exhibit 2. Jakher Inc. Amendment 1

Exhibit 3. Jakher Inc. Amendment 2

Exhibit 4. Jakher Inc. Amendment 3

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
JAKHER INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and JAKHER INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Four Thousand Five Hundred Dollars and Zero Cents **($24,500.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel,

materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay

when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Amer Jakher, PE, President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Arlington Rodgers, Public Works Director, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in

an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned. non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000.000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All

of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles,

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials AJ

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized

to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr, City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By: _____
Name: Amer Jakher
Title: CEO

By: _____
Name: Amer Jakher
Title: Secretary
Address: 1276 Via Venezia Cir
Corona, CA 92881

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____

David C. Roberts, Jr, City Manager

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By: _____
Name: Amer Jakher
Title: CEO

By: _____
Name: Amer Jakher
Title: Secretary
Address: 1276 Via Venezia Cir
Corona, CA 92881

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
AS Riverside
COUNTY OF ~~LOS ANGELES~~

On Jan 24, 2024 before me, April Sanchez - Notary Public, personally appeared Amer Jakher, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

APRIL SANCHEZ
Notary Public - California
Riverside County
Commission # 2385053
My Comm. Expires Dec 25, 2025

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER — CEO / Secretary — TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Jahker Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Contract Serv. Btwn City of Carson & Jahker Inc
TITLE OR TYPE OF DOCUMENT

11 pgs
NUMBER OF PAGES

4/22/2024
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call, as needed, basis:

Consultant will perform the following Services to assist the City with various pavement rehabilitation projects:

- Perform project manager duties
- Compile list of intersections needing ADA upgrades
- Conduct field review of intersections to review and identify deficiencies, and to develop plans to conform with the ADA
- Create layouts based on field observations to be included in project specifications
- Assist in creating cost estimates and bid specifications for ADA ramps

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever tasks are requested; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. List of intersections needing ADA upgrades

B. Reports of and plans for intersections that need to be addressed for conformance with the ADA

C. Layouts based on field observations to be included in project specifications

D. Reports of cost estimates and bid specifications for ADA ramps

IV. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**

A. As requested by City's Contract Officer

V. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

VI. **Consultant will utilize the following personnel to accomplish the Services:**

A. Amer Jakher P.E.

B. _____

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order.**

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $24,500, as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for the Services and other incidental costs are attached as Exhibit C-1.**

EXHIBIT C-1
CONSULTANT'S BILLING RATES

I. Consultant's rates are as follows:

Senior Project Manager	$165.00/hr

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

ALBASHA INSURANCE AGENCY
620 W ROUTE 66 #105
GLENDORA, CA 91740

CONTACT NAME: SAED ALBASHA
PHONE (A/C, NO, EXT): 626-852-7947
FAX (A/C, NO): 626-408-6636
E-MAIL ADDRESS: SALBASHA@FARMERSAGENT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Co Inc	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Jakher Inc
1276 Via Venezia
Corona, CA 92881

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PROJECT / LOC OTHER:	X	X	P102.950.731.1	02/08/2024	02/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $EXC $5000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	P102.950.731.1	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Professional Liability	X	X	P102.950.730.1	02/08/2024	02/08/2025	EACH OCCURENCE: AGGREGATE LIMIT:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, representatives, volunteers and agents are included as additional insured as respects to the General Liability and Automobile Liability.
Waiver of Subrogation applies to the General Liability, Automobile Liability, and Professional Liability. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA

INSURANCE APPROVED
RG
~~2/22/2024~~

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Edgar Mendez

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The ACORD name and logo are registered marks of ACORD

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the City of Carson, a California municipal corporation ("City") and Jakher Inc., a California corporation ("Consultant") is effective as of the 17th day of ~~June~~ July, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 22, 2024 ("Agreement") whereby Consultant agreed to provide on call services including analysis of ADA deficiencies within the City, for a not to exceed cost of $24,500. The term of the Agreement is set to expire January 21, 2025.

B. The Parties severely underestimated the amount of work that City will need Consultant to provide, and now the Parties seek to increase the not to exceed contract sum by $49,500 to allow Consultant to continue to provide City the on call services, thereby increasing the contract sum to $74,000.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

> "2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Seventy*** ~~Twenty~~ Four Thousand ~~Five Hundred~~ Dollars and Zero Cents (***$74,000.00*** ~~**$24,500.00**~~) ("Contract Sum")."

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement. Each party represents and warrants to the other

that the Agreement, as amended by this Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr, City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr, City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SAED ALBASHA	
ALBASHA INSURANCE AGENCY 620 W ROUTE 66 #105 GLENDORA, CA 91740	PHONE (A/C, NO, EXT): 626-852-7947	FAX (A/C, NO): 626-408-6636
	E-MAIL ADDRESS: SALBASHA@FARMERSAGENT.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakher Inc 1276 Via Venezia Corona, CA 92881	INSURER A: Hiscox Insurance Co Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X	X	P102.950.731.1	02/08/2024	02/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000 $EXC $5000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	X	X	P102.950.731.1	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Professional Liability	X	X	P102.950.730.1	02/08/2024	02/08/2025	EACH OCCURENCE: AGGREGATE LIMIT:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, representatives, volunteers and agents are included as additional insured as respects to the General Liability and Automobile Liability.
Waiver of Subrogation applies to the General Liability, Automobile Liability, and Professional Liability. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER		CANCELLATION
City of Carson 701 E Carson Street Carson, CA	INSURANCE APPROVED RG 2/22/2024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edgar Mendez

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The ACORD name and logo are registered marks of ACORD

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the City of Carson, a California municipal corporation ("City") and Jakher Inc., a California corporation ("Consultant") is effective as of the 17th day of September, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 22, 2024 ("Agreement") whereby Consultant agreed to provide on call services including analysis of ADA deficiencies within the City, for a not to exceed cost of $24,500. The term of the Agreement is set to expire January 21, 2025.

B. Having severely underestimated the amount of work City would need Consultant to provide under the Agreement, the Parties entered into an amendment to the Agreement dated July 17, 2024 ("Amendment No. 1") to increase the not to exceed contract sum by $49,500 to allow Consultant to provide City the on call services, thereby increasing the Contract Sum to $74,000.

C. City and Consultant now desire to amend the Agreement to (i) extend the term from January 21, 2025 to June 30, 2025 and (ii) increase the not to exceed contract sum by another $74,000 to allow Consultant to continue to provide City the on call services during the extended period, thereby increasing the Contract Sum to $148,000.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Hundred Forty Eight*** ~~Seventy~~ ~~Four~~ Thousand Dollars and Zero Cents ***($148,000.00***~~$74,000.00~~) ("Contract Sum")."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but ~~not exceeding~~ ***no later than June 30, 2025*** ~~one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement and Amendment No. 1, as amended by this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SAED ALBASHA	
ALBASHA INSURANCE AGENCY 620 W ROUTE 66 #105 GLENDORA, CA 91740	PHONE (A/C, NO, EXT): 626-852-7947	FAX (A/C, NO): 626-408-6636
	E-MAIL ADDRESS: SALBASHA@FARMERSAGENT.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jakher Inc 1276 Via Venezia Corona, CA 92881	INSURER A: Hiscox Insurance Co Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X	X	P102.950.731.1	02/08/2024	02/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $EXC $5000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	P102.950.731.1	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Professional Liability	X	X	P102.950.730.1	02/08/2024	02/08/2025	EACH OCCURENCE: AGGREGATE LIMIT:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, representatives, volunteers and agents are included as additional insured as respects to the General Liability and Automobile Liability.
Waiver of Subrogation applies to the General Liability, Automobile Liability, and Professional Liability. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA

INSURANCE APPROVED
RG
~~2/22/2024~~

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Edgar Mendez

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AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the City of Carson, a California municipal corporation ("City") and Jakher Inc., a California corporation ("Consultant") effective retroactive to June 30, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 22, 2024 ("Agreement") whereby Consultant agreed to provide on-call services including analysis of ADA deficiencies within the City, for a not to exceed Contract Sum of $24,500. The term of the Agreement was set to expire January 21, 2025.

B. Having severely underestimated the amount of work City needed Consultant to provide under the Agreement, the Parties entered into an amendment to the Agreement dated July 17, 2024 ("Amendment No. 1") to increase the not to exceed contract sum by $49,500 to allow Consultant to provide City the on-call services, thereby increasing the Contract Sum to $74,000.

C. The Parties entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 2") to extend the Term to June 30, 2025, and increase the not to exceed contract sum by $74,000 to allow Consultant to provide the on-call services, thereby increasing the Contract Sum to $148,000.

D. City and Consultant now desire to amend the Agreement to (i) extend the term from June 30, 2025 to June 30, 2026, and (ii) increase the not to exceed contract sum by another $87,375 to allow Consultant to continue to provide the on-call services to the City during the extended period, thereby increasing the Contract Sum to $235,375, effective retroactive to June 30, 2025.

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 3 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Amendment No. 3.

2. Terms and Conditions. All words, terms and phrases used or referenced in this Amendment No 3, not expressly defined in this Amendment No. 3, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~One~~ ***Two*** Hundred ~~Forty Eight~~ ***Thirty Five*** Thousand ***Three Hundred Seventy Five*** Dollars and Zero Cents ($***235,375.00*** ~~148,000.00~~) ("Contract Sum")."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but no later than June 30, 202***6*** ~~5~~***,*** except as otherwise provided in the Schedule of Performance (Exhibit "D")."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, and Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date(s) and year written below effective retroactive to June 30, 2025.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

_____, 2025

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

JAKHER INC., a California corporation

By:_____
Name: Amer Jakher
Title: CEO/Secretary

_____, 2025

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. 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.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 33.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 7 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO APPROVE A DISPOSAL RATE INCREASE AND 3.42% ANNUAL CONSUMER PRICE INDEX COST OF LIVING RATE ADJUSTMENT AND APPROVAL OF RESOLUTION NO. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (CITY COUNCIL)

I. SUMMARY

On March 18, 2025, Nationwide Environmental Services (NES) submitted a request for two rate adjustments under its current Street Sweeping Services Agreement (Agreement) with the City (see Exhibit 1). The first request is for a monthly Disposal Rate Adjustment (DRA) of $4,653.75, and the second is for a 3.42% annual Cost of Living Adjustment (COLA) based on the Consumer Price Index (CPI), totaling $3,356.10 per month. If approved, both increases would be applied retroactively to July 1, 2025, resulting in a combined monthly increase of $8,009.85.

The DRA request was submitted in accordance with Section 2.4 of the Agreement, which allows for extraordinary rate adjustments when supported by appropriate documentation and approved by the City Council. The CPI request was made under Section 2.3, which authorizes an annual cost-of-living adjustment based on CPI. Under this provision, the City Manager may approve CPI increases for two consecutive years, with the City Council approving the third-year adjustment. This report is for the third year (2025), therefore requiring City Council review and approval.

The proposed Seventh Amendment would increase the annual contract sum by incorporation of the requested CPI increase and DRA increase. The CPI increase will be funded through the Gas Tax Account, and the total increase of $96,118.21 has already been included in the Fiscal Year 2025-26 budget, bringing the adjusted contract total to $1,273,697.53 (see Exhibit 2). Additionally, the Seventh Amendment will authorize the City Manager to approve all future increases due to CPI and DRA adjustments.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 7 to a Contract Services Agreement with Nationwide Environmental Services, Inc., a division of Joe's Sweeping, Inc., to provide street sweeping services with a disposal rate adjustment of $55,845 and annual Consumer Price Index rate adjustment of $40,273.21 for FY 2025-26, for a total amount of $96,118.21, thereby increasing the total annual contract sum under the Agreement to $1,273,697.53;

2. AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney; and,
3. WAIVE further reading and ADOPT Resolution No. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND" (Exhibit 3).

III. ALTERNATIVES

TAKE any other action that the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The City first entered into an agreement with Nationwide Environmental Services (NES) in 2008 to provide citywide street sweeping services. The original agreement had a three-year term beginning July 1, 2008, and included options for renewal. Over the years, the agreement has been amended several times to extend the contract term, adjust compensation, and update provisions related to cost-of-living adjustments and rate increases. Below is a summary of the amendments:

- First Amendment (February 1, 2011): Added sidewalk sweeping services, extended the agreement through June 30, 2018, and allowed for annual cost-of-living adjustments (CPI increases) subject to City Council approval.
- Second Amendment (April 1, 2014): Further extended the term of the agreement.
- Third Amendment (Effective July 1, 2019): Ratified and memorialized four prior CPI adjustments and approved a new CPI increase.
- Fourth Amendment (Effective July 1, 2020): Approved a 2.96% CPI rate adjustment for FY 2020-21.
- Fifth Amendment (Effective July 1, 2021): Approved a 1.5% CPI adjustment and a Disposal Rate Adjustment (DRA) increase of $4,836.25 per month, both effective July 1, 2021.
- Sixth Amendment (Effective July 1, 2022): Approved a 6.6% CPI adjustment and modified the approval process so that the City Manager may approve CPI adjustments for two consecutive years, with City Council approval required every third year.
- The City Manager approved two CPI increases in 2023 and 2024, the first for a 7.45% increase and the second for a 3.48% inrease bringing the total annual contract amount to $1,177,579.32.

Proposed Seventh Amendment

On March 18, 2025, NES submitted a request for two rate adjustments; a 3.42% annual cost-of-living increase based on the Consumer Price Index (CPI), totaling $3,356.10 per month, and a monthly Disposal Rate Adjustment (DRA) of $4,653.75. Both requests are proposed to take effect retroactively to July 1, 2025. Under Section 2.3 of the Agreement, NES may request annual CPI-based rate adjustments in accordance with the Los Angeles-Anaheim-Riverside CPI, published by the U.S. Department of Labor, Bureau of Labor Statistics. Under Section 2.4, NES may also request extraordinary adjustments such as the DRA, subject to City Council approval and supporting documentation. Approval of the Seventh Amendment would: Implement the 3.42% CPI increase, consistent with the Bureau of Labor Statistics data (Exhibit 6); approve the DRA increase; adjust the total annual contract amount to $1,273,697.53; and, authorize the City Manager to approve all future increases due to CPI and DRA adjustments.

V. FISCAL IMPACT

The requested 3.42% Cost of Living Adjustment (CPI increase) and Disposal Rate Adjustment (DRA) will result in a total contract increase of $96,118.21. The CPI increase will be funded from the Gas Tax Account 212-80-840-281-6004. The current annual contract amount for FY 2024-25 is $1,177,579.32. If the proposed increases are approved, the total annual allocation for FY 2025-26 would rise to $1,273,697.53. To implement this adjustment, a budget amendment is required to increase the FY 2025-26 special revenue fund allocation for the NES agreement by $96,118.21. Adoption of Resolution No. 25-126 will authorize this budget amendment.

VI. EXHIBITS

1. Nationwide Environmental Services' Consumer Price Index Rate & Disposal Rate Adjustment Request dated March 18, 2025
2. Proposed Seventh Amendment to Contract Services Agreement to Provide Street Sweeping Services for the City of Carson, California
3. Resolution No. 25-126, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND"
4. Section 2.3 of Agreement
5. Section 2.4 of Agreement
6. Consumer Price Index - 2025, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim, CA as published by the United States Department of Labor, Bureau of Labor Statistics

Attachments

Exhibit No. 1-NES-CPI&DRI Request-2025.pdf

Exhibit No. 2-Amendment No. 7.pdf

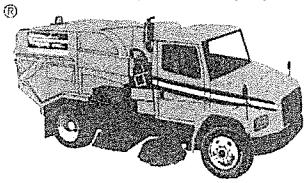
Exhibit 3-Final-Resolution No. 25-126-NES-CPI Request-2025.pdf

Exhibit No. 4 -NES Contract 2.3.pdf

Exhibit No. 5 -NES Contract 2.4.pdf

Exhibit No. 6-CPI-2025.pdf

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.



March 18, 2025

Dr. Arlington C. Rodgers, Jr.
Public Works Director
City of Carson
701 E. Carson Street
Carson, CA 90745

Dear Dr. Rodgers:

Nationwide Environmental Services (NES) has been a trusted provider of street sweeping services to the City of Carson for many years. We value our strong partnership with the City and remain committed to delivering high-quality service at the most competitive cost.

However, after careful evaluation of rising operational costs, NES respectfully submits this formal request for a rate adjustment as authorized under our agreement with the City. Pursuant to Section 2.4 of the Street Sweeping Agreement, NES may request an adjustment due to unusual changes in the cost of providing services. A key factor impacting our costs is the significant increase in disposal fees for street sweeping debris. Since our last adjustment in 2021, the disposal rate has risen from $60.50 per ton to $86.00 per ton—an increase of $25.50 per ton, representing a 42% rise.

To account for this increase, NES respectfully requests a monthly adjustment of $4,653.75, effective July 1, 2025. Details of this calculation are outlined in Attachment A. Additionally, the transfer station we utilize, Universal Waste Systems (UWS), provides the most competitive rates. If NES were to transport debris to alternative transfer stations, such as Waste Management's Transfer Station in Carson, the adjustment request would be significantly higher (see Attachment A).

Furthermore, Section 2.3 of the Street Sweeping Agreement allows for an annual rate adjustment based on the Consumer Price Index (CPI). Accordingly, NES requests a 3.42% cost-of-living adjustment, totaling $3,356.10 per month, effective July 1, 2025, based on the annual CPI change from December 2023 to December 2024 (see Attachment B).

We appreciate the City's careful consideration of this request and remain committed to providing exceptional street sweeping services as a trusted partner. Please feel free to reach out if you have any questions or require additional information.

Sincerely,

Ani Samuelian
President

Attachments

11914 Front Street • Norwalk, California 90650 • (562) 860-0604 • Fax (562) 868-5726
www.nes-sweeping.com

ATTACHMENT A

CITY OF CARSON

UWS - 2021 Price Per Ton	$60.50
UWS - Current Price Per Ton	$86.00
Increase Per Ton	$25.50
Percentage Increase Per Ton	42.14%
Average Monthly Tons of Street Sweeping Debris	182.5
Monthly Tipping Fee Increase	**$4,653.75**
UWS - 2021 Price Per Ton	$60.50
Waste Management - Carson - Current Price Per Ton	$135.00
Increase Per Ton	$74.50
Percentage Increase Per Ton	123.13%
Average Monthly Tons of Street Sweeping Debris	182.5
Monthly Tipping Fee Increase	**$13,596.25**

Nationwide Environmental Services
Request Dated: 3/18/2025

SEVENTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA

This **SEVENTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA** ("Seventh Amendment") by and between the City of Carson, a California municipal corporation ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"), is effective retroactive to July 1, 2025. City and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City and Contractor entered into that certain "Contract Services Agreement" ("Agreement") dated July 1, 2008, for street sweeping services within the City, which provided for an annual contract sum of $731,420.

B. City and Contractor entered into that certain "First Amendment to Contract Services Agreement" ("First Amendment") dated February 1, 2011, for street sweeping services within the City, which made amendments to the provisions of the Agreement relating to Scope of Services, CPI adjustments, Extraordinary Adjustments, Term, and Termination.

C. City and Contractor entered into that certain "Second Amendment to Contract Services Agreement" ("Second Amendment") dated April 1, 2014, for street sweeping services within the City, which made amendments to the provisions of the Agreement, as amended by the First Amendment, relating to Scope of Services, Term, and Termination, and which amended the Contract Sum provisions of the Agreement to authorize an additional annual sum of $58,000 for sidewalk sweeping services; and

D. Section 2.3 (Future Adjustments) of the Agreement, as amended by the First Amendment, provides, "[e]ffective July 1, 2009, and on each July 1 thereafter, the compensation paid to the contractor may be adjusted annually to rates that are based upon changes in the Consumer Price Index ("CPI'", All Urban Consumers for Los Angeles-Anaheim-Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in 2009, information in support of an annual adjustment. The information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to City Council for approval, in its reasonable judgment."

E. Between the effective date of the Agreement and the end of 2018, five CPI increases requested by Contractor were approved for budgeting purposes by the City Council, and thereafter paid by the City, in the total amount of $72,958.44, as follows: (1) CPI increase of 2.2%, effective July 1, 2013; (2) CPI increase of 1.3%, effective July 1, 2015; (3) CPI increase of .91% effective July 1, 2016; (4) CPI increase of 1.89%, effective July 1, 2017; and (5) CPI increase of 2.79%, effective July 1, 2018. City and Contractor ratified the Prior CPI Increases by entering into that certain "Third Amendment to Contract Services Agreement" ("Third Amendment") effective July 1, 2019. The Third Amendment also authorized a CPI Increase of 3.8% pursuant to request

submitted by Consultant on April 2, 2019, thereby increasing the contract sum by $32,770.32 (in addition to the $72,958.44 reflecting the previous CPI Increases) to $895,148.76.

F. On April 1, 2020, Contractor submitted a request to the City for a 2.96% cost of living increase pursuant to Section 2.3 of the Agreement, and the City approved of same, resulting in the parties entering into that certain "Fourth Amendment to Contract Services Agreement" ("Fourth Amendment") effective July 1, 2020, thereby increasing the annual Contract Sum by $26,496.64, for a total contract sum of $921,645.48.

G. Also by the Fourth Amendment, pursuant to Section 2.3 of the Agreement, the Parties increased the hourly rates specified in Section C.1(2) of Exhibit "C" of the Agreement, for additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement, to reflect the cumulative effects of CPI, as such effects had been identified and determined, with respect to the annual contract sum, by the aforementioned CPI increases.

H. On July 1, 2021, the parties entered into that certain "Fifth Amendment to Contract Services Agreement" ("Fifth Amendment") increasing the annual Contract Sum to $993,505.16. This increase was the result of Consultant's submittal of a request for a monthly Disposal Rate Adjustment ("DRA") increase of $4,836.25 to be effective July 1, 2021 and an annual cost of living increase per the CPI, in the amount of $1,152.06 per month, equaling 1.5% of the contract sum, which when combined increased the total amount of the contract sum by $5,988.31 per month. The DRA and CPI increases were made pursuant to Sections 2.4 and 2.3, respectively, of the Agreement.

I. On July 1, 2022, the parties entered into that certain "Sixth Amendment to Contract Services Agreement" ("Sixth Amendment") to incorporate a 6.6% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $65,571.34), effective July 1, 2022, resulting in an increase of $65,571.34 to the contract sum per annum thereby increasing the annual contract sum from $993,505.17 to $1,059,076.50. The Sixth Amendment also authorizes the City Manager to approve CPI increases (if any) granted pursuant to Section 2.3 of the Agreement two out of every three years, with City Council approval being required only every third year (starting with the City Council approval granted pursuant to the Sixth Amendment effective July 1, 2022), rather than requiring City Council approval for the CPI increase (if any) granted each year as was the case prior to the Sixth Amendment, in order to conserve City resources associated with presenting such regular CPI increases to the City Council for its consideration each year.

J. On April 4, 2023, Contractor submitted a request to the City for a 7.45% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $78,901.20), effective July 1, 2023.

K. The City Manager reviewed the request and supporting documentation submitted by the Contractor, and determined that the requested 7.45% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and based thereon, on September 21, 2023, approved the same, resulting in an increase of $78,901.20 to the contract sum per annum thereby increasing the annual contract sum from $1,059,076.50 to $1,137,977.70.

L. On April 3, 2024, Contractor submitted a request to the City for a 3.48% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $39,601.62), effective July 1, 2024.

M. The City Manager reviewed the request and supporting documentation submitted by the Contractor, and determined that the requested 3.48% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and based thereon, on July 9, 2024, approved the same, resulting in an increase of $39,601.62 to the contract sum per annum thereby increasing the annual contract sum from $1,137,977.70 to $1,177,579.32.

N. Section 2.4 ("Extraordinary Adjustments") of the Agreement provides as follows, in part: "… the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. The changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractor's request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

O. On March 18, 2025, Contractor submitted (1) a request to the City for a 3.42% cost of living increase pursuant to Section 2.3 of the Agreement (equivalent to an annual contract sum increase of $40,273.21), effective July 1, 2025; and (2) a request for a monthly rate adjustment of $4,653.75 pursuant to Section 2.4 of the Agreement based on asserted extraordinary costs resulting from an increase of 42% since the last adjustment in 2021 in the rates charged by third parties to Contractor for disposal of street sweeping debris pursuant to the Agreement, effective July 1, 2025.

P. The City has reviewed the request and supporting documentation submitted by the Contractor, and has determined as follows: (1) the requested 3.42% CPI increase is accurate and appropriate pursuant to Section 2.3 of the Agreement, and the City sees fit to approve of same, resulting in an increase of $40,273.21 to the contract sum per annum; and (2) the requested increase pursuant to Section 2.4 of the Agreement is appropriate, as the City's determination after review of the supporting documentation submitted by Contractor is that the entirety of the aforementioned 42% increase in disposal rates is attributable to unusual or extraordinary causes rather than to inflation, cost of living, usual market forces, or other usual or ordinary causes or changes, and the City therefore sees fit to approve of same, resulting in an increase of $55,845 to the contract sum per annum. Adding the two adjustments together results in a total increase of $96,118.21 to the per annum contract sum, thereby increasing the per annum contract sum from $1,177,579.32 to $1,273,697.53.

Q. Based on the foregoing, the City and Contractor now wish to further amend the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment (collectively, "Prior Amendments"), through this Seventh Amendment to incorporate the 3.42% CPI increase and disposal rate increase, effective retroactive to July 1, 2025.

R. The City Council now also seeks to delegate its authority to approve CPI increases under Section 2.3 of the Agreement every third year to the City Manager such that the City Manager will possess the authority to approve increases each year (rather than two of every three years), and the City Council also seeks to delegate its authority to approve compensation adjustments under Section 2.4 of the Agreement to the City Manager.

TERMS

1. Recitals. The Recitals set forth above are hereby incorporated into this Seventh Amendment by this reference, as though fully set forth herein.

2. 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. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million ***Two*** ~~One~~ Hundred Seventy ***Three*** ~~Seven~~ Thousand ***Six*** ~~Five~~ Hundred ~~Seventy Nine~~ ***Ninety Seven*** Dollars and ~~Thirty Two~~ ***Fifty Three*** Cents ($***1,273,697.53*** ~~1,177,579.32~~) ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings."

B. Section 2.3 (Future Adjustments) of the Agreement is hereby amended to read in its entirety as follows:

"2.3 Future Adjustments.

Effective July 1, 2009, and on each July 1 thereafter, the compensation paid to the Contractor may be adjusted annually to rates that are based upon changes in the Consumer Price Index ("CPI"), All Urban Consumers for Los Angeles-Anaheim-Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by

Contractor~~. and will refer the proposed adjustment to City Council for approval, in its reasonable judgment. Notwithstanding the preceding sentence, c~~***C***ommencing ***July 1, 2025*** ~~from the CPI increase which takes effect pursuant to this Section on July 1, 2022, City Council approval shall be required only every third year for any CPI increases granted pursuant to this Section, and~~ the City Manager shall have authority to approve ***all CPI increases***, in his or her reasonable judgment***, and no formal amendment to the Agreement will be needed in order to effectuate such CPI increases***~~., the increases for the years in between the years for which City Council approval is required. To illustrate, given that City Council approval was given for the CPI increase granted pursuant to this Section which took effect July 1, 2022, the City Manager shall have approval authority for the increases (if any) pursuant to this Section which take effect on July 1, 2023, and on July 1, 2024, then City Council approval (in its reasonable judgment) will be required for the increase (if any) pursuant to this Section which takes effect on July 1, 2025, and so on, repeating the cycle for the subsequent years during which this Agreement remains in effect.~~"

C. Section 2.4 (Extraordinary Adjustments) of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Extraordinary Adjustments.

There shall be no Contractor entitlement to any Extraordinary Adjustments for Fiscal Years 2011/12 and 2012/13. Thereafter, the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by the Contractor in preparing the estimate. The City ***Manager*** shall review the Contractor's request and, in the City ***Manager***'s reasonable judgment, ***he or she shall*** make the final determination on the appropriate amount of the adjustment, if any***, and no formal amendment to the Agreement will be needed in order to effectuate such adjustments***."

D. Section C.1 of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"C.1. For the services required herein, the Contractor shall be paid the following as the Contract Sum:

1. The annual sum of One Million ~~Ninety Five~~ ***One Hundred Thirty Three*** Thousand ~~Six~~ ***One*** Hundred ~~Seventy Seven~~ ***Fifty*** Dollars and ~~Ninety Four~~ ***Thirteen*** Cents ($***1,133,150.12*** ~~1,095,677.94~~) in twelve (12) monthly installments at the time

specified in this Agreement. The Contract Sum shall be adjusted annually, in accordance with section 2.0 Compensation of this Agreement."

2. Any additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement shall be performed by the Contractor at one of the following rates ***$138.20*** ~~$133.63~~ per hour per sweeper, ***$44.50*** ~~$43.03~~ per curb mile. The City shall maintain sole discretion in selecting which rate shall apply when additional services are employed. These hourly or curb mile rates shall be adjusted on the anniversary of the Commencement Date in the manner set forth in this Agreement. The hourly rate shall apply whenever special services are requested by the Contract officer. The mileage rate shall apply to any new streets added or deleted from the sweeping schedule.

3. The additional annual sum of Eighty ***Four*** ~~One~~ Thousand ~~Nine~~ ***Seven*** Hundred ~~One~~ ***Two*** Dollars and Forty ***Three*** Cents ($***84,702.43*** ~~81,901.40~~) for sidewalk sweeping services payable in twelve (12) monthly installments at the time specified in the Agreement. Such sum shall be adjusted annually, in accordance with Section 2.0 Compensation of this Agreement."

3. Continuing Effect of Agreement. Except as expressly amended by this Seventh Amendment in Section 1 above and the Prior Amendments, all other terms, conditions and provisions of the Agreement shall remain unchanged and are in full force and effect. From and after the date of this Seventh Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Seventh Amendment and Prior Amendments.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Prior Amendments. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and the Prior Amendments. Each party represents and warrants to the other that the Agreement, as amended by the Prior Amendments, is currently effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Seventh 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 Contractor that, as of the date of this Seventh Amendment, Contractor 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.

5. 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 Seventh Amendment.

6. Authority. The persons executing this Seventh 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 Seventh Amendment on behalf of said party, (iii) by so executing this Seventh Amendment, such party is formally bound to the provisions of this Seventh Amendment, and (iv) the entering into this Seventh Amendment does not violate any provision of any other agreement to which said party is bound.

7. Counterparts. This Seventh Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Seventh Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment on the date(s) and year written below effective retroactive to July 1, 2025.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Homes, Mayor
_____, 2025

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONTRACTOR:

NATIONWIDE ENVIRONMENTAL SERVICES, a division of Joe's Sweeping, Inc., a California Corporation

By: _____
Name: Ani Samuelian
Title: President

By: _____
Name: Suzy Samuelian
Title: Secretary

_____, 2025

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

RESOLUTION NO. 25-126

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE SPECIAL REVENUE FUND

WHEREAS, the City Council adopted the Fiscal Year 2025-26 (FY25-26) budget on June 17, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City Council desires to amend the FY2025-26 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY2025-26 Special Revenue Fund budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following amendment(s) will be made to the City's FY2025-26 budget.

		Increase/(Decrease)
212-80-840-281-6004	Professional Services	$96,118.20

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2025-26 budget on file, and effective as of November 5, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2025.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis Holmes, Mayor

ATTEST:

Dr.Khaleah K. Bradshaw, City Clerk

Exhibit 3

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-126 adopted by the City of Carson City Council at its meeting held on November 5, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

City Clerk, Dr. Khaleah K. Bradshaw

contract amount of Seven Hundred Thirty One Thousand Four Hundred Twenty Dollars ($731,420.00) ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.

2.3 Future Adjustments. Effective July 1, 2009, and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim Riverside Area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or his designee shall review the information submitted by Contractor and approve the rate adjustment if the information submitted is determined to be accurate. As an alternative, the City Manager may refer the proposed adjustment to the City Council for approval, in its reasonable judgment.

2.4 Extraordinary Adjustments. The Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any.

2.5 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City

States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to the City Council for approval, in its reasonable judgment."

SECTION 3. AMENDMENDMENT TO COMPENSATION OF CONTRACTOR

Section 2.4 of the Agreement, Extraordinary Adjustments, is hereby amended, in its entirety, to read as follows:

"There shall be no Contractor entitlement to any Extraordinary Adjustments for Fiscal Years 2011/12 and 2012/13. Thereafter, the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

SECTION 4. AMENDMENT TO TERM OF CONTRACT

Section 3.4 of the Agreement, Term & Extended Term(s), is hereby amended, in its entirety, to read as follows:

"Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2008 (the "Commencement Date") through June 30, 2018. In addition, the City (in the sole and absolute discretion of the City Council, acting at a duly noticed public meeting) shall have the option of extending the term of this Agreement for one (1) addition three (3) year extended term. The City shall exercise this option, if at all, by the City Council directing the City Manager, or designees, to give written notice to Contractor of the City Council's decision to further extend the term of this Agreement not less than thirty (30) calendar days prior to the expiration of

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

ATTACHMENT B

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	320.089	320.514	322.055	321.931	324.050	324.984	324.545	323.341	323.456	321.583	319.449	323.718
2024	326.640	328.232	330.671	332.572	332.956	332.357	332.928	333.359	334.123	334.242	333.718	334.531	332.194	330.571	333.817

2023	323.456
2024	334.531
Change Amount	11.075
Formula	3.423
CPI Increase	3.42%

Source: Bureau of Labor Statistics

Nationwide Environmental Service
Request Dated: 3/18/2025

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

CONSENT 34.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for delivering the City's Capital Improvement Program (CIP) and managing the Annual Citywide Pavement Maintenance Program, both of which are essential to maintaining and improving Carson's public infrastructure. These programs include the design, construction, and oversight of projects such as roadway improvements, facility upgrades, storm drain repairs, and other community enhancements.

To help ensure that projects are delivered on time and within budget, the City supplements its internal staffing resources with professional Project Management services. In November 2023, the City Council approved a 30-month Contract Services Agreement with Z&K Consultants, Inc. (Z&K) for an amount not to exceed $615,776 to provide project management support for the City's CIP and pavement programs. The City also maintains a separate on-call contract with Z&K for Construction Management Services, which is separate and unrelated to the scope of services outlined in this agreement. As the City entered later phases of the Citywide Pavement Maintenance Program and began implementation of high-priority projects, such as the Emergency Operations Center (EOC), staff requested and Council approved Amendment No. 1 to the agreement. The amendment increased the contract by $93,200, resulting in a total contract amount of $708,976. Since that time, the number of large-scale and complex capital projects has continued to grow, with many now in the construction phase. The current volume of active projects exceeds the capacity of City staff to provide the necessary oversight and coordination. As a result, Z&K has become an integral partner in providing project management and inspection support to ensure that critical City projects remain on schedule, are constructed to standard, and are completed efficiently.

With new pavement program phases scheduled for the current fiscal year and several major CIP projects moving forward simultaneously, additional project management resources are required to maintain progress and prevent schedule delays. Consequently, staff recommends that the City Council approve Amendment No. 2 to the Project Management Agreement with Z&K Consultants, Inc., increasing the contract by $405,220 for a new total not-to-exceed contract amount of $1,114,196, and extending the term through June 30, 2027. This proposed amendment will ensure the Public Works Department maintains sufficient capacity to deliver projects effectively and continue improving the City's infrastructure in a timely and coordinated manner.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services, increasing the contract sum by $405,220 for a total contract sum of $1,114,196 and extending the term until June 30, 2027; and,
2. AUTHORIZE the Mayor to execute Amendment No. 2 to the agreement with Z & K Consultants to provide on-call Project Management Professional Services following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Contract Services Agreement with Z&K Consultants to provide on-call Project Management Professional Services.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

The City Council approved the Fiscal Year 2025-2030 Five-Year Capital Improvement Program (CIP) on June 17, 2025. The updated CIP reflects a notable increase in both the number and complexity of capital projects compared to previous five-year plans. In addition, the Annual Citywide Pavement Maintenance Program will continue advancing through its scheduled phases each year to improve the condition and safety of residential streets throughout the community. As the City continues to implement an expanding portfolio of capital and maintenance projects, there is a growing need for on-call project management support to ensure that projects are delivered efficiently, cost-effectively, and in compliance with City standards.

In 2023, the Public Works Department issued Request for Qualifications (RFQ No. 23-001Q) seeking qualified on-call project management consulting firms to provide professional services for a wide range of capital projects and citywide maintenance programs. Following a competitive selection process, Z&K Consultants, Inc. (Z&K) was one of four firms awarded agreements by the City Council on November 21, 2023. The original contract with Z&K authorized a not-to-exceed amount of $615,776 for a 30-month term ending June 30, 2026, with two additional one-year extension options.

As the City progressed into the later phases of the Citywide Pavement Maintenance Program, staff requested and Council approved Amendment No. 1 to the agreement to provide additional support for managing residential street improvement projects. This amendment increased the contract by $93,200, resulting in a new total contract amount of $708,976. Since the initial award, Z&K has provided valuable project management services on several major City initiatives, including the Emergency Operations Center (EOC), the Citywide Fiber Project, and multiple phases of the Citywide Pavement Program. With additional pavement program phases scheduled for the current fiscal year and several large-scale public works projects either beginning or continuing construction, Z&K's continued support has become essential to maintaining project schedules and ensuring consistent quality and oversight.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 2 to the Project Management and Inspection Services Agreement with Z&K Consultants, Inc., increasing the contract by $405,220 for a new total not-to-exceed amount of $1,114,196, and extending the contract term through June 30, 2027. This amendment will ensure that the Public Works Department retains the professional resources necessary to manage the City's growing number of capital improvement projects and pavement program phases efficiently, maintaining momentum on infrastructure improvements citywide.

V. FISCAL IMPACT

If Amendment No. 2 is approved, the Contract Services Agreement with Z&K Consultants, Inc. for Project Management Professional Services will be increased by $405,220, resulting in a new not-to-exceed total contract amount of $1,114,196. Of the total amendment amount, $150,000 will be utilized during the current Fiscal Year 2025-26, with funding available in the adopted budget under Engineering Professional Services Account No. 101-80-820-100-6004. The remaining $255,220 will be incorporated into the Fiscal Year 2026-27 budget as part of the City's annual budget process. No additional appropriation is required at this time.

VI. EXHIBITS

1. Z&K Project Management Original Agreement
2. Z&K Project Management Amendment 1
3. Z&K Project Management Proposed Amendment 2

Attachments

Exhibit 1. Z&K Project Management Original Agreement

Exhibit 2. Z&K Project Management Amendment 1

Exhibit 3. Z&K Amendment No. 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 2nd day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents (**$615,776.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Crystal Fraire, PE, QSD/P	Principal-in-Charge
(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 Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FIAQIM
Title: PRESIDENT

By: _____
Name: JASMINE FIAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL PUNJAB
Title: PRESIDENT

By: _____
Name: JASMINE PUNJAB
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

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 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Crystal Fagin, 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: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November, 2023 before me, M Bentley Notary Public, personally appeared Jasmine Fagin, 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: MBentley

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Project Manager Services on an on-call basis:

STAFF AUGMENTATION:

Assist the City in executing various projects. Consultant will conduct plan reviews and project management services for various public facility projects. Consultant shall be the main point of contact with City staff in project or task development from concept to close out. Consultant may be stationed at City facilities to perform assignments and coordinate activities as directed by the Contract Officer, Director of Public Works or assigned designee.

Upon request, Consultant will conduct public workshops and have an explicit understanding of the California Public Contract Code and the City of Carson's Municipal Code efficiently and effectively.

GENERAL PROJECT MANAGEMENT STAFF AUGMENTATION SERVICES:

General services include, but are not limited to the following:

- General Contract Administration/Project Management.
- Review of conceptual and final plans along with project specifications and construction documents.
- Development and preparation of Project Studies.
- Research of various project related items such as local, State, Federal provisions, grant opportunities. Investigation and management of possible grant opportunities for Public Works projects, including grant application, reporting, and monitoring.
- Coordination with, or obtaining approvals from, various private and public agencies.
- Preparation of and/or presenting information at City Council, public workshops, or other public meetings.
- Development or review of various project related reports, diagrams, exhibits.
- Development of databases for capital improvement projects including schedules, budgets and priorities.
- Research and review of, record drawings, field investigations, site conditions, restrictions, California Environmental Quality Act (CEQA) status.

- Coordinate projects with outside agencies such as utility companies, Los Angeles County Department of Public Works, Sheriff station, Caltrans.
- Preparation of Request for Proposals (RFP).
- Coordination of Public Works projects for the bidding process.
- Management of project budgets and working closely with the City's Public Works Administrative staff.
- Review, evaluate, process, and provide approval recommendation to City staff for payments to consultants, consultants, and various agencies.
- Review, evaluate, and approve proposed changes from other consultants and consultants.
- Verification of field work such as field investigations, inspections, job walks.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project Studies

B. Project related reports, diagrams, exhibits

C. Databases for capital improvement projects including schedules, budgets and priorities

D. RFPs

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Zack Faqih, Senior Project Manager

B. Crystal Fraire, Senior Project Manager

C. Nadeem Syed, Senior Project Manager

D. Anthony Flores, Senior Project Manager

E. Brittany Duhn, Senior Project Manager

F. Lauren Wiley, Project Manager

G. Bridget Duhn, Project Manager

H. Amber Garcia, Project Manager

I. Yara Sharabi, Assistant Project Manager

J. Noah Hernandez, Assistant Project Manager

K. William Henry, Senior Land Surveyor (as needed)

L. Charles Lamb, Senior Landscape Architect (as needed)

M. Ahmed Ibrahim, Structural Engineer (as needed)

N. Salvador Orozco, Sr. Traffic/Signal Engineer (as needed)

O. Dion Castro, SWPPP/Environmental Specialist (as needed)

P. Alfred Ramirez, AutoCAD/Microstation Designer (as needed)

Q. Thomas Russell, Sr. Electrical Specialist (as needed)

R. Eddie Davalos, Sr. Civil and Grading Specialist (as needed)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	$250,216.00*
Total:	$615,776.00

July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $615,776.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
BILLING RATES

Senior Project Manager	$158.00
Project Manager	$150.00
Assistant Project Manager	$142.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicole Hatcher
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (480) 998-8038 FAX (A/C, No): E-MAIL ADDRESS: nicole.hatcher@nfp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER A : Travelers Property Casualty Company of America	25674
	INSURER B : Travelers Casualty and Surety Company of America	31194
	INSURER C : James River Insurance Company	12203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE AGGREGATE Prod Comp	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-9K77696A-23-47-G	5/18/2023	5/18/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg $2,000,000 Each	1,000,000
C	Excess E&O/Prof Liab			00148570-0	9/26/2023	7/10/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the City of Carson applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/17/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-03-23 **ST ASSIGN:**

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant"), is effective as of the 28th day of July, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call project manager services for a not-to-exceed Contract Sum of $615,776.00 for the Term spanning from January 1, 2024 to June 30, 2026, with two optional one (1) year extension periods.

B. The Contract Sum will need to be increased by $93,200.00 because the original budgeted amount was estimated based on certain City projects anticipated to be needed, but now City's needs for project management services have expanded which in turn necessitates increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $93,200.00 from $615,776.00 to $708,976.00.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

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 ***Seven Hundred Eight Thousand***

Nine Hundred Seventy Six Dollars and Zero Cents ($708,976.00) ~~Six Hundred Fifteen Thousand Seven Hundred Seventy Six Dollars and Zero Cents ($615,776.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

B. Section I. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00*
July 1, 2025 through June 30, 2026:	~~$250,216.00*~~ *$343,416.00*
Total:	~~$615,776.00~~ *$708,976.00*
July 1, 2026 through June 30, 2027:	$255,220.00 (extension period)*
July 1, 2027 through June 30, 2028:	$260,324.00 (extension period)*

~~*Amount reflects 2% increase from prior year.~~"

C. Section 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 *$708,976.00* ~~$615,776.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the 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.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ahl; rjl]

CONTRACTOR:

Z&K CONSULTANTS, INC., a California corporation

By: _____
Name: CRYSTAL FRAIRE
Title: PRESIDENT

By: _____
Name: ZEYAD "FAQIH
Title: SECRETARY

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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 24 July, 2025 before me, M. Bentley, Notary Public, personally appeared Crystal Fraire, 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: M Bentley

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 24 July, 2025 before me, M. Bentley, Notary Public, personally appeared Zeyad Faqih, 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: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Z&KCONS-01 GLADYSCARRILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

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 NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Ashly James PHONE (A/C, No, Ext): (623) 278-4358 FAX (A/C, No): (623) 278-4358 E-MAIL ADDRESS: ashly.james@nfp.com
INSURED Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Travelers Indemnity Company of Connecticut — 25682 INSURER C : HDI Global Specialty SE — A1340J INSURER D : James River Insurance Company — 12203 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	6802J978123	5/18/2025	5/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2025	5/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CUP-7W800864-25-47	5/18/2025	5/18/2026	EACH OCCURRENCE AGGREGATE Products-Comp	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9K77696A	5/18/2025	5/18/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			FRS-H-P-PL-00013375-02	7/10/2025	7/10/2026	See Description	
D	Excess Liability			P0000009250	7/10/2025	7/10/2026	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E&O/Professional Liability | Policy Number: FRS-H-P-PL-00013375-02 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $15,000 each claim I Deductible Aggregate $45,000 I retroactive date: full prior acts

Excess E&O/Professional Liability | Policy Number: P0000009250 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: Each Claim: $1,000,000. General Aggregate $1,000,000 | Retro Date: 9/26/2023

Certificate Holder Is named Additional Insured as respects to General Liability. This insurance is primary and non-contributory with any other insurance of the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
7/21/2025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Cano

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AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant") is effective as of ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call project management services for a not-to-exceed Contract Sum of $615,776.00 for the Term commencing January 1, 2024 through June 30, 2026, with two optional one (1) year extension periods with pricing for each extension term in Exhibit "C."

B. City and Consultant entered into an amendment to the Agreement dated July 28, 2025 ("Amendment No. 1"), to increase the Contract Sum by $93,200.00 thereby increasing the not-to-exceed Contract Sum from $615,776.00 to $708,976.00 because the City's needs for project management services expanded which in turn necessitated increased work needed by Consultant.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $150,000.00 for the existing term of the Agreement through June 30, 2026 and exercise its first option to extend the Term to June 30, 2027 with an increase in total compensation of $255,220.00 (the full amount allowable under the extension term) thereby bringing the total not-to-exceed Contract Sum from $708,976.00 to $1,114,196.00 to allow Consultant to continue providing project management services.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million One*** ~~Seven~~ Hundred ***Fourteen*** ~~Eight~~ Thousand ***One*** ~~Nine~~ Hundred ***Ninety*** ~~Seventy~~ Six Dollars and Zero Cents ($***1,114,196.00*** ~~708,976.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its option~~s~~ to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to ***such*** ~~each~~ Extension Term, as set out in 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 commencing January 1, 2024 and expiring June 30, 202***7***~~6~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the term by ~~two~~ ***one*** (***1***~~2~~) additional one-year term~~s~~ (~~each,~~ an "Extension Term"). The pricing to be applied for ***such*** ~~each~~ Extension Term is listed in Exhibit "C.""

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$120,250.00
July 1, 2024 through June 30, 2025:	$245,310.00
July 1, 2025 through June 30, 2026:	~~$343,416.00~~ ***$493,416.00***
July 1, 2026 through June 30, 2027:	***$255,220.00***
Total:	~~$708,976.00~~ ***$1,114,196.00***

~~July 1, 2026 through June 30, 2027: $255,220.00 (extension period)~~

July 1, 2027 through June 30, 2028: $260,324.00 (extension period)"

D. Section IV of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The total compensation for the Services shall not exceed ***$1,114,196.00*** ~~$708,976.00~~ as provided in Section 2.1 of this Agreement."

4. 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 this Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. 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.

7. 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.

8. 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 FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

Z & K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

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. 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.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 35.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Building & Safety

Subject: CONSIDER AN ORDINANCE OF THE CITY OF CARSON CITY COUNCIL AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO (CITY COUNCIL)

I. SUMMARY

This item is for the City Council to consider introduction of an ordinance to adopt by reference the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing Building and Green Building Standards Codes. The ordinance would repeal and replace Chapter 1, Chapter 2, Chapter 3 and Chapter 4 of Article VIII of the Carson Municipal Code (CMC) with new Chapters 1 through 4. The ordinance would reorganize CMC Article VIII by establishing a new chapter dedicated to the administration of Building Codes, a new chapter dedicated for codes adopted by reference and a new chapter dedicated to state-mandated ordinances and programs.

II. RECOMMENDATION

TAKE the following actions:

1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2520, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO"; and
2. SCHEDULE a public hearing on December 2, 2025, to consider second reading and adoption of the Ordinance No. 25-2520.

III. ALTERNATIVES

In the event the 2025 California Codes with any local amendments are not adopted and effective by January 1, 2026, the 2025 California Codes without local amendments take effect in the City by operation of law on January 1, 2026, and will remain in effect without local amendments until such time as any local amendments are adopted and effective.

IV. BACKGROUND

1. The State of California adopts and publishes State Building Codes and mandates they become effective throughout the State 180 days after publication.
2. On July 1, 2025, the California Building Standards Commission published the 2025 triennial edition of Title 24, the "California Building Standards Code." These codes become effective January 1, 2026.
   The California Codes can be viewed at https://www.dgs.ca.gov/BSC/Codes
3. Under state law, the City may adopt local amendments to the California Codes if such amendments are necessary due to local geologic, topographic, or climate conditions. These local amendments can be more restrictive (subject to certain limitations in state law) but not less restrictive than the California Codes. Making the local amendments requires an express finding that such modifications are reasonably necessary because of local climatic, geological, or topographical conditions. The proposed ordinance contains such a finding for the recommended local amendments, described below.
4. Staff recommends that the City adopt the 2025 California Codes with limited local amendments that address Carson-specific needs such as:
   - Methane gas control and certification requirements
   - Administrative provisions
5. The proposed ordinance also reorganizes CMC Article VIII for ease, simplicity, and clarity, eliminating unnecessary repetition and grouping related codes and state-mandated programs in the following logical order.

   Chapter 1 Building Code Administration

   Chapter 2 California Codes Adopted

   Chapter 3 (Reserved)

   Chapter 4 State Required Streamlined Permitting (for State Mandated Ordinances, such as EV Chargers, Small Solar Expedited Permitting)

6. The proposed ordinance replaces the City's existing administrative provisions, which were previously adopted by reference through Los Angeles County Title 26, with a newly structured Chapter 1 specific to Carson. The revisions include the following:
   - Consolidates all permitting and enforcement procedures under a single City-administered framework.
   - Clarifies expiration timelines for applications and permits, inspection requirements, and refund eligibility.
   - Updates enforcement provisions, including recordation of violations, penalties, and noncompliance fees, to align with current City practices.
   - These updates ensure consistency with the California Building Code, Division II, Chapter 1, while preserving necessary local flexibility and administrative control that were previously embedded in County amendments.
7. The proposed ordinance modernizes the City's code structure, eliminates dependency on County ordinances, and aligns local amendments with both State law and Carson's specific topographical and geological conditions. The revisions to the Code include the following:

   The City's existing local amendments, historically based on Los Angeles County modifications, have now have been streamlined and modernized.

   State-Mandated Programs: EV Charging Stations and Expedited Small Solar Permitting are now codified directly within Chapter 4 to ensure accessibility within the City's municipal code, rather than relying on County references.

V. FISCAL IMPACT

Approval of this item will not have an impact on the Fiscal Year 2025-2026 City Budget.

VI. EXHIBITS

1. Ordinance No. 25-2520

Attachments

CC Ordinance Re Building Code Adoption 25-2520final.pdf

ORDINANCE NO. 25-2520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, VOLUME 1 & 2, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, California law requires that on January 1, 2026, all portions of the 2025 California Building Standards Code (California Code of Regulations Title 24) (the "Codes") will be effective within the City of Carson (the "City"); and

WHEREAS, Health and Safety Code Section 17958.5(a) authorizes the City to make modifications or changes to the Codes when reasonably necessary due to local climatic, geological, or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, prior to making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City shall file the amendments, additions or deletions with California Building Standards Commission; and

WHEREAS, the City's Building Official has recommended modifying certain parts of California Code of Regulations Title 24 due to local conditions in the City; and

WHEREAS, the findings supporting the necessity for the amendments to the Codes herein are contained in Exhibit "B" to this Ordinance in accordance with California Health and Safety Code Section 17958, 17958.5, 17958.7, and 18941.5 and are incorporated by reference herein; and

WHEREAS, the City Council has considered whether certain recommended modifications to the Codes are necessary in the City due to local climatic, geological, or topographical conditions; and

WHEREAS, a duly noticed public hearing was conducted on December 2, 2025 prior to the adoption of this Ordinance, and all legal prerequisites to the adoption of this Ordinance have taken place.

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 hereby incorporated into this Ordinance as findings of fact.

SECTION 2. CEQA. This Ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA") because: (1) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(2) in that it constitutes general policy and procedure making; (2) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(5) in that it constitutes organizational or administrative activities that will not result in direct or indirect physical changes in the environment, and (3) in the alternative, it is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2), since the activity will not result in direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3), since it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment, because (without limitation) the Ordinance merely adopts the updated statewide regulations and carries forward the City's existing local amendments (without substantive change) for the construction of buildings in the City, and does not approve or commit the City to any particular project.

SECTION 3. FINDINGS. The City Council has duly considered Climatic Conditions, Topographic Conditions, and Geological Conditions, as documented in Exhibit "B," and all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

SECTION 4. ADOPTION. The City Council hereby adopts by reference, and amends where necessary, the 2025 editions of the California Building Code, Volume 1 & 2, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, and the California Green Building Standards Code, with certain amendments, additions and deletions thereto to the Carson Municipal Code. Therefore, as set forth in Exhibit "A" of this Ordinance, the Carson Municipal Code is hereby amended by repealing and replacing the current Chapters 1, 2, 3, and 4 of Article VIII "Building Regulations – Sewage and Waste" of the Carson Municipal Code with the following new sections:

1. Article VIII Chapter 1 - Building Code Administration
2. Article VIII Chapter 2 - California Codes Adopted
3. Article VIII Chapter 3 - Reserved
4. Article VIII Chapter 4 - State Required Streamlined Permitting

Except as otherwise specifically provided in this Ordinance, all other provisions of Article VIII "Building Regulations – Sewage and Waste" of the Carson Municipal Code shall remain the same.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law. The City Manager or designee shall file this Ordinance with the California Building Standards

Commission.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council on this 2nd day of December, 2025.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT A

1. **Chapter 1, Chapter 2, Chapter 3 and Chapter 4 of Article VIII repealed and replaced with new Chapter 1, Chapter 2, Chapter 3 and Chapter 4, to read as follows:**

ARTICLE VIII - BUILDING REGULATIONS – SEWAGE AND WASTE

"**CHAPTER 1 BUILDING CODE ADMINISTRATION**

8100 Purpose.

The purpose of this section is to establish certain administrative procedures for the enforcement of building standards specific to the City. All other administrative provisions not addressed herein shall be governed by Chapter 1, Division II of the California Building Code, as incorporated by reference.

8102 Permit required.

No person shall erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, or equip any building, structure, or portion thereof, perform any grading, or cause the same to be done, without first obtaining a separate permit for each such building, structure or grading from the Building Official.

The issuance of a permit without first requiring a plan review shall not prevent the Building Official from requesting plans deemed necessary to verify that the work performed under said permit complies with this Code and all relevant laws, ordinances, rules and regulations.

No person shall install, alter, repair, move, improve, remove, connect any automatic fire-protection system regulated by this Code, or cause the same to be done, without first obtaining a separate permit for each such building or structure from the Building Official. All structures and devices installed for the protection of pedestrians, regardless of location, are subject to the permit requirements of this section.

8103 Work exempt from permit. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code, other laws, ordinances, or regulations, or required approvals from other City Departments and State and federal agencies.

A. Building: A building permit shall not be required for the following:

Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for the below-exempted items.

1. Work not regulated by the Building Code, except where deemed necessary by the Building Official to enforce other Federal and/or State Laws, State disabled access requirements, or to enforce City ordinances or policies.
2. Painting; wallpapering; installing carpet, vinyl, tile, and similar floor coverings, cabinets, counter tops and similar finish work where disabled access requirements do not apply.

3. Repairing broken window glass not required by the Building Code to be safety or security glazing.
4. One-story detached accessory buildings used as tool and storage sheds, shade structures, pump houses, and similar uses, provided the gross floor area does not exceed 120 square feet (11.15 m²), the height does not exceed 12 feet (3.69 m), and the maximum roof projection does not exceed 24 inches (610 mm).
5. Chain-link, wrought-iron and similar fences not more than 12 feet in height.
6. Masonry, concrete, wood and similar fences not more than 6 feet in height.
   Exception: Wood fences not more than 8 feet in height with 60 percent or more of the fence open and incapable of being loaded by wind.
7. Retaining walls that retain not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding a Class I, II, or III-A liquids.
8. Ground-mounted radio and television antenna towers that do not exceed 45 feet in height and ground-supported dish antennas not exceeding 15 feet in height above finished grade in any position.
9. Light standards which do not exceed 30 feet (9,144 mm) in height.
10. Flagpoles not erected upon a building and not more than 15 feet (4,572 mm) high.
11. Tanks not storing hazardous material as defined in the Fire Code provided that:
    a. Steel tanks are supported on a foundation not more than 2 feet (610 mm) above grade and the overall height to diameter or width does not exceed 1½ times the diameter.
    b. Water tanks constructed of materials other than steel, including cisterns and rain barrels, are supported directly on grade, the overall height to diameter or width does not exceed 1½ times the diameter, and the capacity does not exceed 5000 gallons (18925 L).
12. Gantry cranes and similar equipment.
13. Motion picture, television and theater stage sets and scenery. Buildings or structures constructed as part of a set or as scenery shall not be occupied or used for any other purpose.
14. A playhouse or tree house provided that:
    a. It does not exceed 64 square feet (5.94 m 2) in area nor 8 feet (2438 mm) in height from floor to roof.
    b. The ceiling height as established by door height or plate line does not exceed 6 feet (1829 mm).
15. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy, and extending not more than 54 inches (1372 mm) from the exterior wall of the building, and not encroaching into the public right-of-way or any required fire separation distance specified by this Code.
16. Sheds, office or storage buildings, and other structures that are less than 1,500 square feet (139 m²) and incidental to work authorized by a valid grading or building permit. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.
17. Oil derricks.
18. Decks, walks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below, and which are not part of an accessible route.

19. Prefabricated swimming pools and other bodies of water accessory to a Group R-3 Occupancy that are less than 18 inches (0.46 m) deep, or do not exceed 5,000 gallons (18,927 L) and are installed entirely above adjacent grade.
20. Playground equipment.
21. One-story detached animal cages and kennels, chicken coops, and animal pens provided the gross floor area does not exceed 300 square feet (37.2 m²) and the height does not exceed 6 feet (1.8 m) and at least one horizontal dimension does not exceed 12 feet (3.69 m).
22. Non-combustible livestock shelters provided that the gross floor area does not exceed 300 square feet (27.9 m²), the height does not exceed 12 feet (3.69 m), and at least 3 sides are each a minimum of 65 percent open.
23. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Electrical. An electrical permit shall not be required for the following:

1. Minor repair work, such as the replacement of lamps, switches, receptacle devices, sockets, and the like, or the connection of portable motor and appliances to suitable receptacles which have been permanently installed.
2. The wiring for temporary theater, motion picture or television stage sets.
3. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
4. Low-energy power, control, and signal circuits are not an integral part of an appliance and in which the power is limited from a source having a rated output of not more than 30 volts and 1,000 volt-amperes.
5. Temporary decorative lighting.
6. The installation of temporary wiring for testing or experimental purposes within suitable facilities.
7. Replacement of over-current devices of the same type and the same rating.
8. Portable generators, portable motors, appliances, tools, power outlets, and other portable equipment connected by means of a cord or cable having an attachment plug.
9. Private telephone, intercom, sound and communication systems; provided, however, that the above system(s) do not exceed the value as indicated in (c) and (d) of this section. A permit shall be obtained for the power supplies required by the above systems.

C. Mechanical: A mechanical permit shall not be required for the following:

1. Any portable heating appliance.
2. Any portable ventilating equipment.
3. Any portable cooling unit.
4. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by this Code.
5. Replacement of any component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Code.
6. Any portable evaporative cooler.
7. Any refrigerating equipment which is a part of the equipment for which a permit has been issued pursuant to the requirements of this Code.
8. Any unit refrigerating system.

D. Plumbing. A Plumbing permit shall not be required for the following:

1. Clearing of stoppages and stopping of leaks which do not involve the replacement of any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent piping, waste piping, soil piping, water piping or gas piping.
2. Change of residential plumbing fixtures which do not involve the replacement of the existing waste and vent piping excluding the trap, to include, residential toilets, residential bathroom hand sinks, bathtub and residential kitchen sinks.
3. Connection of any appliance approved for and intended to be connected by flexible gas piping to a gas shutoff valve which was previously permitted and inspected under a valid Plumbing permit.

8104 Expiration and Extension of Applications

A. Expiration of Applications. A plan check application shall expire and become null and void if a permit is not issued within one (1) year from the date of application. Upon expiration, the Building Official may dispose of the submitted plans, calculations, and related documents. The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, provided that:

1. The applicant submits a written request demonstrating that the delay was due to circumstances beyond the applicant's control.
2. For extensions requested prior to expiration, the request is submitted before the expiration date.
3. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration.
4. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original plan check fee, is paid for each extension; and
5. The total cumulative extension period shall not exceed two (2) years from the original expiration date, with extensions issued only in increments not exceeding one hundred eighty (180) days, and a separate extension fee required for each extension granted.
6. Any extension granted after expiration shall be deemed a continuation of the original application and shall not constitute a reissuance or a new application.
7. Once an application, including any extension thereof, has expired without further extension, the applicant shall file a new application, submit new plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect.

B. Expiration of Permits. Every permit issued under the provisions of this Code shall expire by limitation and become null and void if any of the following conditions occur:

1. The work authorized by such permit is not commenced within one (1) year from the date of permit issuance; or
2. No required building inspection, as defined in this Code and as identified on the Job Record issued with the permit, is approved by the Building Official within one (1) year from the date of the last approved inspection.
3. Partial inspections, or inspections related solely to electrical, mechanical, plumbing, grading, or reroofing, shall not constitute a required building inspection unless such work is integral to the primary building permit.
4. Supplemental permits for electrical, grading, mechanical, plumbing, or reroofing shall remain valid so long as the associated primary building permit remains active.
5. The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, to prevent or cure the expiration of a permit, provided that:

a. The permittee submits a written request demonstrating that the delay in progress was due to circumstances beyond the permittee's control;
b. For extensions requested prior to expiration, the request is submitted before the expiration date;
c. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration; and
d. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original permit fee, is paid for each extension.

6. Multiple extensions may be granted to cover the requested period of time; however, each extension shall be issued in increments not exceeding one hundred eighty (180) days, and a separate extension fee shall apply to each extension granted.
7. Any extension granted after expiration shall be deemed a continuation of the original permit and shall not constitute a reissuance or issuance of a new permit.
8. If no extension is granted, the permit shall remain expired and no further work shall be performed under that permit. The permittee shall be required to submit a new permit application, including all required plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect.

8105 Fees and Refunds.

A. Fees. Notwithstanding the provisions of Chapter 2, fees for plan checks, inspections and other miscellaneous services are established by City Council Resolution and the amount of each and every fee set forth for plan checks, inspections and other code related services, shall be the fee set forth in the most current resolution of the City Council establishing fees pursuant to said Building Code. In the event no such resolution is in effect, said fees shall be twenty-five (25) percent greater than those set forth in the most current Los Angeles County, Building, Electrical, Mechanical and Plumbing Codes Fee Schedules.

B. Permit Fees. Permit fees shall be as specified per section 8105 (A) of this code. Permit fees shall be paid at the time of permit issuance.
An inspection fee may be assessed for reinspection, as determined by the Building Official, for any of the following reasons:

1. The portion of work for which inspection is requested is not complete;
2. Corrections given are not completed;
3. There is inadequate work site access preventing inspection;
4. The inspection record card is not posted or otherwise available on the work site:
5. The approved plans are not available for the inspector;
6. Work has deviated from the approved plans and has not been approved by the Building Official.

This Section is not to be interpreted as requiring additional inspection fees the first time a job is rejected for failure to comply with the requirements of this Code.

To obtain re-inspection, the applicant shall pay the re-inspection fee in advance. as determined per the fee resolution.

C. Plan Review fees for Buildings or Structures. When an application for a building permit is submitted for review, a fee shall be paid to the Building Official. Said fee shall be equal

to 85 percent of the building permit fee as specified per section 8105 (A) of this code. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this Code. The fees specified in this Section are separate fees from the permit fees specified in Section 8105 (B)

D. Plan Check Fee Refunds. Plan check fees may be refunded up to a maximum of eighty percent (80%) of the original plan check fee, provided that:

1. No plan review has been performed;
2. A written request for a refund is submitted to the Building Official within one (1) year from the date of payment;
3. The refundable amount exceeds the equivalent of the minimum fee for the review of drawings and data which are sufficient to determine nature and scope of work in lieu of submittal of plans and specifications, as determined by the current adopted fee schedule.
4. The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.

E. Permit Fee Refunds. Permit fees may be refunded to a maximum of eighty percent (80%) of the original permit fee, provided that:

1. No portion of the work authorized by the permit has commenced; and
2. The permit has been cancelled; and
3. A written request for refund is submitted to the Building Official within one (1) year from the date of permit cancellation or expiration; and
4. The refundable amount exceeds the equivalent of the minimum fee for the review of drawings and data which are sufficient to determine nature and scope of work in lieu of submitting plans and specifications, as determined by the current adopted fee schedule.
5. Permit issuance fees are non-refundable. The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.

8106 Valuation.

The determination of value or valuation under any of the provisions of this code shall be made by the Building Official. Valuation shall be based on the type of construction, occupancy classification, and size of the project, and shall include all components of the permitted work, including structural elements, finishes, roofing, mechanical, electrical, plumbing, fire protection systems, and other permanently installed features or equipment.

In establishing valuation, the Building Official may reference the most current Building Valuation Data (BVD) published by the International Code Council or other similar industry data sources. These references are intended to provide a consistent and uniform basis for determining construction valuation for fee assessment purposes. The calculated valuation is not required to reflect actual or reported construction costs.

8107 Certificates.

A. Certificate of Occupancy. Upon passing final inspection and demonstrating compliance with this Code, applicable laws, ordinances, rules, and regulations, and upon full payment of all required fees, the Building Official may issue a Certificate of Occupancy upon written request by the permit holder.

A Certificate of Occupancy shall include the following information:

a. The building permit number;
b. The address of the building or structure;
c. A description of the portion of the building covered by the certificate;
d. A statement that the described portion was inspected and found to comply with applicable codes and regulations for the intended occupancy and use classification;
e. The date of final approval; and
f. Any additional information deemed necessary by the Building Official.

B. Temporary Certificate of Occupancy. The Building Official may issue a Temporary Certificate of Occupancy for the use or occupancy of any portion of a building or structure prior to the completion of all permitted work, provided it is determined that no substantial hazard will result from such use or occupancy.

1. A Temporary Certificate of Occupancy shall:
   a. Specify the portion of the building or premises to be occupied;
   b. Be valid for an initial period of thirty (30) calendar days; and
   c. Be subject to a fee per 30-day period, as established by the adopted fee schedule.

2. If additional time is needed, the Building Official may, upon written request and justification, approve a longer duration by allowing multiple 30-day periods to be purchased in advance. The total authorized time shall be based on project-specific conditions and shall remain at the discretion of the Building Official.

3.Upon expiration of a Temporary Certificate of Occupancy and any approved extensions, no portion of the building or premises shall be occupied until final approval, or a Certificate of Occupancy is issued.

8108 Recordation Of Violation.

1. General. The Building Official may record a notice with the County Recorder's Office that a property, building, or structure, or any part thereof, is in violation of any provision of this Code provided that the provisions of this Section are complied with. The remedy provided by this Section is cumulative to any other enforcement actions permitted by this Code.

2. Recordation. If (1) the Building Official determines that any property, building, or structure, or any part thereof is in violation of any provision of this Code; and if (2) the Building Official gives written notice as specified below of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Code.

Following the recordation of the notice of violation the Building Official is not required to conduct an inspection or review of the premises to determine the continued existence of the cited violation. It is the responsibility of the property owner, occupant or other similarly interested private party to comply with the above provisions.

3. Notice. The written notice given pursuant to this Section shall indicate:

a) The nature of the violation(s); and

b) That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Code. The notice

shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized County Assessment roll. The mailed notice may be by registered, certified, or first-class mail.

4. Rescission. Any person who desires to have recorded a notice rescinding the notice of violation must first obtain the necessary approvals and permit(s) to correct the violation. Once the Building Official determines that the work covered by such permit(s) has been satisfactorily completed, the Building Official may record a notice rescinding the prior notice of violation.

5. Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based as specified per section 8105 of this code.

6. Work without Permit. Whenever any work has been commenced without a permit as required by the provisions of this Code, a special investigation shall be made prior to the issuance of the permit. An investigation fee specified in section 8105 of this code, shall be collected for each permit so investigated.

Exception: When the Building Official has determined that the owner-builder of a one- or two-family dwelling, accessory building or accessory structure had no knowledge that a permit was necessary and had not previously applied for a permit from the Building Division of the City, the investigation fee shall be as specified in section 8105 of this code. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this Code or from any penalty prescribed by law.

7. Noncompliance Fee. If the Building Official, in the course of enforcing the provisions of this Code or any State law, issues an order to a person and that person fails to comply with the order within 15 days following the due date for compliance stated in the order, including any extensions thereof, then the Building Official shall have the authority to collect a noncompliance fee.

The noncompliance fee shall not be imposed unless the order states that a failure to comply within 15 days after the compliance date specified in the order will result in the fee being imposed. No more than one such fee shall be collected for failure to comply with an order.

8109 Violations and Penalties.

(a) Compliance with Code. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building, structure, or perform any grading within the City of Carson, or cause the same to be done, in a manner that conflicts with or violates any provision of this Chapter.

(b) Penalty. Any violation of any of the provisions of this Chapter shall be punishable as provided in Chapters 2 and 2.5 of Article I of the Carson Municipal Code.

CHAPTER 2 CALIFORNIA CODES ADOPTED

8210.1 Adoption of Building Code.

Except as hereinafter provided, Chapter 1, Division II through Chapter 35 and Appendices C, F, H, I, J, O, P and Q of the California Building Code, 2025 Edition (Part 2 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Building Code of the City of Carson.

The administration of the Building Code shall be as set forth in Article VIII Chapter 1 of this Code.

In the event of any conflict between a provision of the California Building Code, 2025 Edition, or any amendment to the Building Code contained in the Carson Municipal Code, the provision contained in the latter listed document shall control.

Copies of the California Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8210.2 Amendment to Building Code.

Notwithstanding the provisions of Carson Municipal Code Section 8210.1, the Building Code is amended by amending the following sections of the California Building Code 2025 Edition:

1. Chapter 1 Division II of the California Building Code, Section 101.1 (Title), is amended in its entirety to read:
   101.1 Title. These regulations shall be known as the Building Code of City of Carson, hereinafter referred as "this code".

2. The following sections of Chapter 1 Division II of the California Building Code are deleted: 104.7, 105.2, 105.3.2, 105.5, 107.5, 109.3.

3. Chapter 1 Division II of the California Building Code, Section 111 (Prohibited Uses of Building Site), is amended in its entirety to read:

   111 Prohibited Uses of Building Sites

   111.1 Fills Containing Decomposable or Methane-Producing Materials.

   Building permits shall not be issued for any new building or enclosed structure, or for any addition or conversion creating habitable or occupiable space regulated by this Code, that is located within 1,000 feet (304.8 m) of any fill containing rubbish, decomposable material, or other methane-producing matter, unless the applicant submits a report and mitigation design prepared, signed, and stamped by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer.

   The report shall identify the site conditions, describe the investigation performed, and provide recommendations to prevent gas intrusion or the accumulation of explosive concentrations of decomposition or petroleum gases beneath or within the structure.

   Permit issuance may proceed upon submitting the required documentation and certification by the registered design professional confirming that appropriate mitigation measures addressing decomposition or methane gas have been incorporated into the

design. The design, installation, and inspection of all mitigation systems shall be the sole responsibility of the registered design professional or their designee, preparing such mitigation plans.

Exception: When approved, mitigation of decomposition or methane gas hazards shall not be required for additions to single-family dwellings not exceeding 500 square feet (37.2 m²) in gross floor area or for alterations that do not expand the enclosed area.

111.2 Methane Gas Hazards Near Oil or Gas Wells

Building permits shall not be issued for any new building or enclosed structure, or for any addition or conversion creating habitable or occupiable space regulated by this Code, that is located on, adjacent to, or within 300 feet (91.44 m) of active, abandoned, or idle oil or gas wells, unless the applicant submits a report prepared, signed, and stamped by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer.

The report shall identify the condition and status of any wells within the vicinity of the project and provide mitigation recommendations necessary to address potential methane gas hazards.

Permit issuance may proceed upon submittal of the required documentation and certification by the registered design professional confirming that appropriate mitigation measures have been incorporated into the design. The design, installation, inspection of all mitigation systems shall be the sole responsibility of the registered design professional preparing such mitigation plans.

Exception: (1) When approved, mitigation of methane gas hazards shall not be required for additions or alterations to existing buildings located more than 200 feet (60.96 m) from active, abandoned, or idle wells. (2) Grading permits may be issued when the proposed work is necessary to mitigate the methane gas hazard.

111.3 The building permit fee for structures required to have a methane gas control system by Section 111.1 and 111.2 shall be one hundred twenty-five (125) percent of the fees indicated in the fee schedule established by City Council Resolution.

8220.1 Adoption of Residential Code.

Except as hereinafter provided, Chapter 1, Division II through Chapter 10, Chapter 44 and Appendices BB, BF, BI, BJ and CJ of the California Residential Code, 2025 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Residential Code of the City of Carson.

The administration of the California Residential Code shall be as set forth in Article VIII Chapter 1 of this Code.

In the event of any conflict between a provision of the California Residential Code, 2025 Edition, or any amendment to the Residential Code contained in the Carson Municipal Code, the provision contained in the latter listed document shall control.

Copies of the California Residential Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8220.2 Amendment to Residential Code.

Notwithstanding the provisions of Carson Municipal Code Section 8220.1, the Residential Code is amended by amending the following sections of the California Residential Code 2025 Edition:

Section R301.1.3.2 is amended in its entirety to read:

R301.1.3.2 Wood Frame Structures. The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories and basement in height located in Seismic Design Category A, B, or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.

The Building Official shall require construction documents to be approved and stamped by a licensed California architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D0, D1, or D2 or E.

8230 Adoption of Electrical Code.

Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, I, and J of the California Electrical Code, 2025 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Electrical Code of the City of Carson.

The administration of the Electrical Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Electrical Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8240 Adoption of Mechanical Code.

Chapter 1, Division II through Chapter 17 and Appendices B, C, and D of the California Mechanical Code, 2025 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Mechanical Code of the City of Carson.

The administration of the Mechanical Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Mechanical Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8250 Adoption of Plumbing Code.

Chapter 1, Division II through Chapter 17 and Appendices A, B, D, H, I, and J the California Plumbing Code, 2025 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Plumbing Code of the City of Carson.

The administration of the Plumbing Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Plumbing Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8260 Adoption of Energy Code.

California Energy Code, 2025 Edition (Part 6 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Energy Code of the City of Carson.

Copies of the California Energy Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8270 Adoption of Historical Building Code.

California Historical Building Code, 2025 Edition (Part 8 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Historical Building Code of the City of Carson.

Copies of the California Historical Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8280 Adoption of Existing Building Code.

California Existing Building Code, 2025 Edition (Part 10 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Existing Building Code of the City of Carson.

Copies of the California Existing Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8290 Adoption of Green Building Standards Code.

California Green Building Standards Code, 2025 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Green Building Standards Code of the City of Carson.

Copies of the California Green Building Standards Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8295 Violations and Penalties.

(a) Compliance with Code. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building, structure, or perform any grading within the City of Carson, or cause the same to be done, in a manner that conflicts with or violates any provision of the codes adopted by reference or incorporated into this Chapter.

(b) Penalty. Any violation of any of the provisions of this Chapter shall be punishable as provided in Chapters 2 and 2.5 of Article I of the Carson Municipal Code.

CHAPTER 3 (RESERVED)

CHAPTER 4 STATE REQUIRED STREAMLINED PERMITTING

8400 ELECTRIC VEHICLE CHARGING STATIONS

8400.1 Purpose and Applicability.

The purpose of this chapter is to establish expedited, streamlined electric vehicle charging stations permitting process to achieve timely and cost-effective installations of electric vehicle charging stations, and, to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use

This chapter applies to the permitting of all electric vehicle charging stations in the City. Electric vehicle charging stations legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of the electric vehicle charging stations in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.

8400.2 Definitions.

For the purpose of this Article, words and terms used in this Article shall have the meanings set forth in this Section. Where terms are not defined in this Section and are defined elsewhere in this Code, or the Building Code, such terms shall have the meanings ascribed to them in such codes. Where terms are not defined through the methods authorized by this Section, such terms shall have their ordinary accepted meanings such as the context implies.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) or ELECTRIC VEHICLE CHARGING STATION. Consists of the conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

8400.2 Application For Permit

The application for permit shall meet the requirements of section 8400.1 and may be submitted electronically through the online submittal system maintained by the Building Official.

Prior to applying for an expedited permit, the applicant shall verify that the installation meets all criteria in Section 8400.3. Upon receipt of an incomplete application, a written correction notice shall be issued detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

Upon approval of a permit application by the Building Official, a permit, as applicable, will be issued for work described in the application.

Permit fees for the installation of electric vehicle charging stations or EVSEs shall be charged according to the applicable fees prescribed in Article VIII, Chapter 1, Section 8105 of this Code, or if a different fee has been adopted by resolution of the City Council.

8400.3 Electric Vehicle Charging Station System Requirements.

1. General. The design of electric vehicle charging stations shall comply with this Section to qualify for expedited permit issuance.
2. Plug-in Electric Vehicle Infrastructure Permitting Checklist. The permit application for the electric vehicle charging stations must comply with the requirements of the plug-in electric vehicle infrastructure permitting checklist, which is contained in the most current version of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research of the State of California and as adopted by the Building Official.
3. Minimum Electric Vehicle Charging Station Standards. The electric vehicle charging station or EVSE shall be identified and listed for the application as referenced in the Electrical Code.
4. Compliance with Laws. The electric vehicle charging station or EVSE shall also comply with all other applicable City of Carson Codes and California Health and Safety Laws.

8400.4 Inspection Requirements.

All construction or work for electric vehicle charging stations for which a permit is required shall be subject to inspection by the Building Official and such construction work shall remain accessible and exposed for inspection purposes until approved by the Building Official as specified in Article VIII Chapter 1 Building Code Administration of this code.

8500 SMALL RESIDENTIAL SOLAR ENERGY SYSTEMS

8500.1 PURPOSE.

The purpose of this chapter is to establish an expedited, streamlined solar permitting process that complies with Civil Code section 714 and Government Code section 65850.5 to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install solar energy systems. This chapter allows the City to achieve these goals while protecting the public health and safety.

8500.2 APPLICABILITY.

A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the City.

B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of the small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.

8500.3 DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

A. "Small residential rooftop solar energy system" means all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

B. "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

8500.4 DUTIES OF BUILDING DIVISION AND BUILDING OFFICIAL

A. All documents required for the submission of an expedited solar energy system application shall be made available on the City's website.

B. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The City's Building Division shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

E. The small residential rooftop solar system permit process, and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

F. All plan review and permit fees shall be as adopted by separate resolution and/or ordinance. Plan checking fees shall be paid at the time of plan review submittal. Permit fees shall be paid at the time of permit issuance. Any such fees must comply with Government Code Sections 65850.55 and 66015, and any other applicable state laws.

8500.5 PERMIT REVIEW AND INSPECTION REQUIREMENTS.

A. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

B. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Official and fire chief. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

C. An application that satisfies the information requirements in the checklist, as determined by the Building Official, shall be deemed complete. Upon receipt of an incomplete application, the Building Official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

D. Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider."

Exhibit "B"

2025
LOCAL AMENDMENT FINDINGS

CODE SECTION	TITLE (Clarification)	FINDINGS
R301.1.3.2	Wood Frame Structures	Geological Conditions. Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of wood frame construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D0, D1, D2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in wood frame buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
111	Prohibited Uses of Building Sites	Administrative, Geological and Topographical. Due to the City's location within methane-producing geologic formations and areas of historical oil extraction, new or expanded structures may be subject to gas-intrusion hazards. Based on the City's review of local development patterns and subsurface conditions, additions or conversions exceeding 500 square feet represent a scale of construction that materially alters site pressure conditions and increases potential for methane accumulation. Accordingly, a 500-square-foot threshold establishes a reasonable and technically justified point of applicability for methane-hazard evaluation and mitigation within the City of Carson.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

DISCUSSION 36.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD OCTOBER 1, 2025 THROUGH OCTOBER 31, 2025 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period October 1, 2025 through October 31, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

For the period of October 1, 2025 through October 31, 2025 the City of Carson has issued business licenses on new businesses. The City Manager requests, once per month, present to the City Council a list of all new licensed businesses in the City.

Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between October 1, 2025 through October 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - October 2025

Attachments

Business License Report October 2025.pdf

Business Name	DBA	Address	BL - Business Type	BL - Business Rate Ty	Business License Type
Excell College		460 E CARSON PLAZA DR Unit: 100□ Carson, CA 90746	SCHOOLS-TRADE - 375	GENERAL LICENSE	BL - GENERAL LICENSE
Cosmetix West		2136 E 223RD ST□ Carson, CA 90810	COSMETICS/COSMETICIAN - 569	GENERAL LICENSE	BL - GENERAL LICENSE
American Golf Glendale	Victoria Golf Course	340 E M.L.K. JR. ST□ Carson, CA 90746	SPORTING EVENTS - 384	GENERAL LICENSE	BL - GENERAL LICENSE
Xander Sports Futbol LLC		20797 MAIN ST□ Carson, CA 90745	SPORTING FACILITIES - 385	GENERAL LICENSE	BL - GENERAL LICENSE
Fusion Fitness Studio LLC	Fusion Fitness Studio LLC	20795 MAIN ST Unit: A□ Carson, CA 90745	SPORTING FACILITIES - 385	GENERAL LICENSE	BL - GENERAL LICENSE
HINI Inc	HINI Inc	1000 E DEL AMO BLVD□ Carson, CA 90746	FOOD ITEMS - 184	GENERAL LICENSE	BL - GENERAL LICENSE
Very Beautiful Connection	Very Beautiful Connection	1121 E 222ND ST□ Carson, CA 90745	BEAUTY SALON/SUPPLY - 070	GENERAL LICENSE	BL - GENERAL LICENSE
The Margaux Method Co	The Margaux Method Co	22015 MAIN ST Unit: A□ Carson, CA 90745	COSMETICS/COSMETICIAN - 569	GENERAL LICENSE	BL - GENERAL LICENSE
Kathy's Bakery Bros Inc	Kathy's Bakery Bros Inc	2609 E CARSON ST□ Carson, CA 90810	BAKERY - 063	GENERAL LICENSE	BL - GENERAL LICENSE
Golden Express		1818 E CARSON ST□ Carson, CA 90745	RESTAURANT/FAST FOOD - 360	GENERAL LICENSE	BL - GENERAL LICENSE
Duro-Sense LLC		869 E SANDHILL AVE□ Carson, CA 90746	ELECTRONIC EQPT/COMPONENT - 150	GENERAL LICENSE	BL - GENERAL LICENSE
Covenant Living Home		213 W 234TH PL□ Carson, CA 90745	APT/HOTEL/RENTAL - 65.10	APT/HOTEL/RENTAL	BL - BUSINESS LICENSE
Barri Money Services LLC	Dolex	129 E LOMITA BLVD□ Carson, CA 90745	BUSINESS SERVICE - 030	GENERAL LICENSE	BL - GENERAL LICENSE
Lucha Puroresu LLC	Lucha Puroresu LLC	20795 MAIN ST□ CARSON, CA, 90745	SPORTING FACILITIES - 385	GENERAL LICENSE	BL - BUSINESS LICENSE
Glow In Grace Aesthetics		316 W CARSON ST Unit: 104□ Carson, CA 90745	MEDICAL FACILITIES - 250	GENERAL LICENSE	BL - GENERAL LICENSE

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

DISCUSSION 37.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

Subject: CONSIDER APPROVING THE MAYOR'S PROPOSED HOLIDAY CLOSURES FOR CHRISTMAS EVE AND NEW YEAR'S EVE (CITY COUNCIL)

I. SUMMARY

The City Council is asked to consider the city's holiday schedule specifically Wednesday, December 24, 2025 and Wednesday, December 31, 2025. This year the City Council is asked to consider providing employees two days of paid leave on December 24 and December 31, with authorization from their supervisor. Employees would not have to use leave time and City Hall would remain closed on both December 24 and December 31.

II. RECOMMENDATION

APPROVE the Mayor's proposed holiday closures for December 24, 2025 (Christmas Eve) and December 31, 2025 (New Year's Eve).

III. ALTERNATIVES

DO NOT consider augmenting the City's hours on December 24 and December 31 and remain open until 6:00 p.m. and require employees to work their regular hours on those two days with the option of requesting leave time from their supervisor if they want time off.

IV. BACKGROUND

In prior years, the City Council has approved a varitety of City facilities and operwtions closures during the winter holiday season due to anticipated reduced activity and demand by the public. Additonally, the closures have served to honor the various cultural pactices of the season and provide a token of appreciation to City employees for their hard work throughout the year. In continuance of this practrice, the City Council is asked to consider additional closure dates for the City's holiday schedule; specifically Wednesday, December 24, 2025 and Wednesday, December 31, 2025. This year the City Council is asked to consider providing employees two days of paid leave on December 24 and December 31, with authorization from their supervisor. Employees would not have to use leave time and City Hall would remain closed on both December 24 and December 31.

V. FISCAL IMPACT

None

VI. EXHIBITS

None

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

DISCUSSION 38.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the October 21, 2025, City Council meeting, Mayor Lula 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 2025-2026.

VI. EXHIBITS

None

Attachments

Exhibit 1 - November 18, 2025, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773;
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Officer x1312
Support Staff:	Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

		Appointed	Term Expires
Vacant (JH)			11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Keely, Tina (JD)		12-03-24	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Vacany (LDH)	Alt. 3		11-30-26
Thompson, Audra (LDH)	Disability Advocate Member	10-21-25	11-30-26
Padua, Luz	Disability Advocate Member	10-21-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	06-30-26
Vacant (LDH)	Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Economic Development Mgr. x1365
Support Staff:	McKina Alexander, Planning Mgr x1326; Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Danielle Hasley, Public Information Analyst x1606
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Representative	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Fields, Brandon (LDH)	Alt. 3	06-17-25	11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Vacant (AR)			11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		12-03-24	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Finley, Stephanie (JD)		10-21-25	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	11-30-26

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Vacant (LDH)**			06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Sandy Solis, Economic Development Liaison x1325
Support Staff:	

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Christopher (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton		07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

		Appointed
Mayor Davis-Holmes		12-03-24
Mayor Pro Tempore Hicks, Sr.		12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	Member	06-18-24

[36] Gil Smith Memorial Ad Hoc Committee
Established by Minute Order 01-07-25

	Appointed
Mayor Davis-Holmes	01-07-25
Councilmember Dr. Hilton	01-07-25

[37] Energy Ad Hoc Committee
Established by Minute Order on 09-16-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	09-16-25
Councilmember Dr. Hilton	09-16-25

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee
Established by Minute Order on 11-05-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	11-05-25
Councilmember Dr. Hilton	11-05-25

VI. CITY AFFILIATED ORGANIZATIONS

[38] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[39] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[40] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[41] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[42] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21	01-05-26
		(effective 01-03-22)	

[43] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alt.	01-23-24

[44] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[46] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[47] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alt.	12-03-24

[48] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[49] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[50] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[51] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21