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

Tuesday, April 7, 2026
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Dr. 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 THOMAS ALEXANDER, SR. FROM CARSON CHRISTIAN OUTREACH APOSTOLIC CHURCH

CLOSED SESSION (Items 2-6)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City to consider negotiations with Jamboree Housing Corporation, with whom the City is negotiating, and to give direction to its negotiator David C. Roberts., Jr., City Manager, regarding that certain real property known as 24205 Avalon Boulevard, Carson, CA 90745, APN: 7406-017-035 and 24219 Avalon Boulevard, Carson, CA 90745, APN's 7406-018-909 and 7406-018-908. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment and disposition of real property, including consideration of an Exclusive Negotiating Agreement.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

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 1 case(s).

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case.

6. 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: Virginia Garcia, et al. v. City of Carson, et al. Los Angeles County Superior Court Case No. 24CMCV00552.

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 tools for forging sound decisions

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 7-8)

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

8. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 9-15)

9. 2026 STATE OF THE CITY RECAP VIDEO

10. UPDATE ON THE CARSON EXPERIENCE CITY WEBPAGE

11. PROCLAMATION RECOGNIZING AUTISM AWARENESS/ ACCEPTANCE MONTH

12. PROCLAMATION RECOGNIZING NATIONAL VOLUNTEER MONTH

13. PROCLAMATION RECOGNIZING NATIONAL YOUTH VIOLENCE PREVENTION/ VIOLENCE AWARENESS MONTH

14. PROCLAMATION RECOGNIZING EARTH MONTH

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

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 16)

16. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MARCH 17, 2026 (REGULAR)
RECOMMENDED ACTION
— 1. APPROVE the minutes as listed.

CONSENT (Items 17-31)

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.

17. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING FEBRURY 28, 2026 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

18. CONSIDER ADOPTING RESOLUTION NO. 26-032 , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $8,280,728.28, DEMAND CHECK NUMBERS 184026 THROUGH 184335 AND 295 THROUGH 296 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-032, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $8,280,728.28, DEMAND CHECK NUMBERS 184026 THROUGH 184335 AND 295 THROUGH 296"

19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

20. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT #25-060 WITH ESPARZA CONSULTANTS, LLC. TO PROVIDE ON-CALL CONSULTING SERVICES TO THE FINANCE DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with Esparza Consultants for On-Call Financial Consulting services, increasing the contract sum by $47,000 for a not-to-exceed amount of $120,995.00, to support additional services related to the Finance Department's procurement function.

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

21. CONSIDER APPROVAL OF AN AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES TO PROVIDE PROFESSIONAL AUDIT AND ANALYSIS OF THE CITY'S SALES, TRANSACTIONS AND USE TAX RECORDS. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE contract for professional services with Hinderliter, de Llamas & Associates for sales and use tax consulting and audit services for a total amount not to exceed $800,000, for a term of 5 years; and

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

22. CONSIDER APPROVAL OF AN AGREEMENT WITH HDL COREN & CONE TO PROVIDE PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE contract for professional services with HdL Coren & Cone for property tax assessment review and revenue recovery services for a total agreement amount not to exceed $118,975 plus 25% of net property tax revenues recovered by consultant not to exceed $10,000, for a term of 5 years; and

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

23. CONSIDER ADOPTING RESOLUTION NO. 26-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, THE BOARD OF THE CARSON HOUSING AUTHORITY, AND THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER CARSON REDEVELOPMENT AGENCY, ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF CARSON, THE CARSON HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-021, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE BOARD OF THE CARSON HOUSING AUTHORITY, AND THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER CARSON REDEVELOPMENT AGENCY, ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF CARSON, THE CARSON HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY"

24. CONSIDER APPROVAL OF AN AGREEMENT WITH CIVICPLUS, LLC FOR NEXTREQUEST PUBLIC RECORDS ACT (PRA) MANAGEMENT SOFTWARE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Master Services Agreement and Addendum to Master Services Agreement with CivicPlus, LLC for the implementation and licensing of NextRequest software in an amount not to exceed $17,049.97.

— 2. AUTHORIZE the City Manager to execute the agreement and addendum subject to approval as to form by the City Attorney.

25. CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC. FOR THE PURCHASE OF THREE 2026 OR NEWER CHEVROLET BLAZER ELECTRIC VEHICLES FOR THE PUBLIC SAFETY & EMERGENCY MANAGEMENT DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE the Purchasing Manager to issue a Purchase Order in the amount not to exceed $155,374.28 for the purchase of three new 2026 or newer Chevrolet Blazer electric vehicles.

26. CONSIDER APPROVAL OF AMENDMENT NO. 6 TO THE AGREEEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC, CONTRACT (23-083) FOR EXPANSION OF SURVEILLANCE CAMERAS AT CITY FACILITIES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 6 to the agreement with Johnson Controls Building Solutions, LLC to increase the contract sum from $8,288,521.52 to $9,207,140.32; and

— 2. AUTHORIZE the Mayor to execute Amendment No. 6, following approval as to form by the City Attorney.

27. CONSIDER ADOPTION OF RESOLUTION NO. 26-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025–2026 BUDGET, INCLUDING THE ALLOCATION OF PROPOSITION A AND PROPOSITION C LOCAL RETURN FUNDS FOR TRANSPORTATION PURPOSES, ACROSS THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution No. 26-028, titled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” which formally updates the City’s budget to reflect current funding needs, allocations, and priorities across these funds.

28. CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT NO. 21-032 WITH ACTIVE NETWORK, LLC TO CONTINUE PROVIDING THE CITY’S ACTIVITY REGISTRATION AND FACILITY RESERVATION SOFTWARE SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Contract Services Agreement between the City and Active Network, LLC (see Exhibit No. 3), which will extend the agreement for an additional two years at a cost of $124,670.92, and increase the total not-to-exceed contract amount from $370,000 to $494,670.92; and,

— 2. AUTHORIZE the Mayor to sign and execute the proposed Amendment No. 2, after it has been reviewed and approved as to form by the City Attorney.

29. CONSIDER ACCEPTING A GRANT FROM THE LOS ANGELES DODGERS FOUNDATION IN THE AMOUNT OF $33,072 TO SUPPORT THE CITY'S SUMMER YOUTH BASEBALL AND SOFTBALL PROGRAMS; ADOPTING RESOLUTION NO. 26-031 TO AMEND THE FISCAL YEAR 2025-2026 OPERATING BUDGET IN BOTH THE GENERAL FUND AND SPECIAL REVENUE FUNDS; AND APPROVING THE ASSOCIATED GRANT AGREEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT the 2026 Dodgers Dreamteam grant from the Los Angeles Dodgers Foundation, which provides $33,072 in funding, along with additional goods and services (such as uniforms, equipment, and program support), to help operate the City of Carson's Summer Youth Baseball and Softball Leagues;

— 2. WAIVE further reading and ADOPT Resolution No. 26-031, titled "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-2026 OPERATING BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO FORMALLY ACCEPT A 2026 DODGERS DREAMTEAM GRANT," which formally updates the City's budget to include and properly allocate the grant funds;

— 3. APPROVE the Grant Agreement (Exhibit No. 3), which outlines the terms, conditions, and responsibilities associated with receiving and using the grant funds; and,

— 4. AUTHORIZE the Mayor to sign and execute the Grant Agreement on behalf of the City, after it has been reviewed and approved as to form by the City Attorney.

30. CONSIDER AUTHORIZING A REQUEST TO THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS FOR ADDITIONAL FUNDING TO INCORPORATE A MOBILITY HUB INTO PROJECT NO. 1780: VICTORIA TRANSIT CENTER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE the City Manager, or his designee, to formally submit a letter to the South Bay Cities Council of Governments requesting an additional $4,000,000 in Measure R funding for Project No. 1780: Victoria Transit Center, in order to expand the project to include construction of a Mobility Hub that will provide additional transportation options and services.

31. CONSIDER ADOPTING RESOLUTION NO. 26-033 OFFERING REWARDS FOR INFORMATION RESULTING IN SUCCESSFUL ENFORCEMENT ACTION BY THE CITY AGAINST ANY PERSON FOR VIOLATING THE CITY'S FIREWORKS ORDINANCE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-033, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFERING REWARDS FOR INFORMATION RESULTING IN SUCCESSFUL ENFORCEMENT ACTION BY THE CITY AGAINST ANY PERSON FOR VIOLATING THE CITY'S FIREWORKS ORDINANCE"

SPECIAL ORDERS OF THE DAY

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

DISCUSSION (Items 32-33)

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

RECOMMENDED ACTION

— 1. DISCUSS the report.

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

RECOMMENDED ACTION

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

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

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

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

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

ORDINANCE SECOND READING (Item 34)

34. SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2606, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading, by title only and with further reading waived, and ADOPT Ordinance No. 26-2606, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD."

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: April 1, 2026

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, MARCH 17, 2026, 5:00 P.M.

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

Council Member/Agency Member/Authority Board Member Jim Dear

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes (Entered during Closed Session at 5:25 P.M.)

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; Dr. Arlington Rodgers, Jr., Director of Public Works; Nora Garcia, Director of Public Safety and Emergency 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; Michael George, Government Affairs Officer; 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 PAUL STARKS OF GREATER LOVE REFORMED BAPTIST CHURCH

Pastor Paul Starks gave the invocation.

CLOSED SESSION (Items 2-4)

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 one case.

ACTION: The City Council reached a settlement and once the settlement agreement is completed a copy will be provided in the City Clerk's Office.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

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

ACTION: No reportable action was taken.

4. 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: No reportable action was taken.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani announced 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 Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:02 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.

This item was heard again at 6:36 P.M.

City/Agency/Authority Attorney Soltani gave the Closed Session Report for Item No. 4.

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:36 PM

Item No. 5 was heard after the second Report on Closed Session Actions.

Captain Norman summarized the recent law enforcement activities and gave a crime report.

PRESENTATIONS (Items 6-8)

6. CERTIFICATE OF RECOGNITION TO UCHENNA NWOSU FOR HIS PERFORMANCE AND VICTORY IN SUPERBOWL LX

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Uchenna Nwosu. The Mayor and City Council presented a trophy to him for his performance and victory in Superbowl LX who offered comments and words of gratitude.

RECESS:

The meeting was recessed at 6:17 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes back to Closed Session for Item No. 4.

RECONVENE:

The meeting was reconvened at 6:36 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously not present.

7. WOMEN'S ISSUES COMMISSION QUARTERLY REPORT

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

Carolyn Foster, Chairperson of the Women's Issues Commission, gave a January 2025-February 2026 report.

8. RECOGNITION FOR LOS ANGELES COUNTY SHERIFF'S DEPUTIES FOR THEIR RECENT SUCCESSFUL RESCUE OPERATION

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

Council Member/Agency Member/Authority Board Member Rojas introduced the Los Angeles County Sheriff Deputies and Detectives. The Mayor and City Council presented the Sheriff Deputies and Detectives each with a Certificate of Recognition for their recent successful rescue operation. Detective Shane offered comments regarding the rescue operation and offered words of gratitude.

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

None.

APPROVAL OF MINUTES (Item 9)

9. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MARCH 3, 2026 (REGULAR)- 6:57 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 10-24)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Items No. 18 and 21 for discussion.

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

10. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD FEBRUARY 1, 2026 THROUGH FEBRUARY 28, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 10 was approved on Consent.

11. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD FEBRUARY 1, 2026 THROUGH FEBRUARY 28, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF FEBRUARY 2026 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

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

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER ADOPTING RESOLUTION NO. 26-027, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,300,360.93,

DEMAND CHECK NUMBERS 183818 THROUGH 183922 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-027, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,300,360.93, DEMAND CHECK NUMBERS 183818 THROUGH 183922 FOR GENERAL DEMAND."

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER ADOPTING RESOLUTION NO. 26-04-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $22,990.58, DEMAND CHECK NUMBERS HA-002104 THROUGH HA-002109 (HOUSING AUTHORITY)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-04-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $22,990.58, DEMAND CHECK NUMBERS HA-002104 THROUGH HA-002109".

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER ADOPTING RESOLUTION NO. 26-04-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $407.20, DEMAND CHECK NUMBERS SA-001986 THROUGH SA-001987 (SUCCESSOR AGENCY)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 26-04-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $407.20, DEMAND CHECK NUMBERS SA-001986 THROUGH SA-001987".

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER TAKING A POSITION OF OPPOSITION TO ASSEMBLY BILL 1768 (BRYAN) AND THE RELATED LOS ANGELES COUNTY SALES TAX MEASURE PROPOSED FOR THE JUNE 2026 BALLOT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of OPPOSITION and DIRECT staff to submit the proposed letters.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER APPROVAL OF CONTRACT AMENDMENT NO. 1 FOR AMERICAN SIGN LANGUAGE INTERPRETATION SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No.1 to contract with Language Network for American Sign Language Interpretation Services, for an increased amount not to exceed $95,000, increasing the total contract sum to $155,000; and

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

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL TO AMENDMENT NO. 2 FOR CONTRACT SERVICES WITH MDG ASSOCIATES FOR RESIDENTIAL AND COMMERCIAL FACADE INSPECTIONS AND PROJECT COORDINATION SERVICES (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Contract Services Agreement with MDG Associates to continue to provide professional services to the City's Housing Division and Community Development Department, increasing the contract amount by $768,249.99, for a new total not-to-exceed amount of $1,536,499.99, and extend the contract term through June 20, 2029.

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

Item No. 18 was heard after approval of the Consent items.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked if there is a time schedule for the next strip malls to be in place for the next Facade Improvement Program particularly the shopping center near Carson Street and Santa Fe Avenue. Director Freeman gave an update of the Facade Improvement Program.

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

19. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH SAMI'S REFEREES, LLC TO PROVIDE ON-CALL YOUTH SPORTS OFFICIATING SERVICES FOR THE CITY'S RECREATION PROGRAMS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE any minor irregularities or informalities in the proposal, in accordance with Carson Municipal Code (CMC) Section 2611(I)(2);

— 2. AWARD a contract for youth sports officiating services only and APPROVE the proposed Contract Services Agreement with Sami's Referees, LLC, for a total not-to-exceed contract amount of $1,120,000 over a five-year term, beginning April 21, 2026 (Exhibit No. 4; "Agreement"); and,

— 3. AUTHORIZE the Mayor to execute the Agreement with Sami's Referees, LLC, subject to approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER APPROVING MEMORANDUM OF UNDERSTANDING (MOU) WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE CITY OF CARSON TO BECOME A MEMBER OF THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS (RIITS) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Memorandum of Understanding between the City of Carson and LACMTA.

— 2. AUTHORIZE the Mayor to execute Memorandum of Understanding between the City of Carson and LACMTA, following approval as to form by the City Attorney

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER AUTHORIZING STAFF TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 1776 - CALAS PARK STORMWATER AND WATER QUALITY IMPROVEMENTS SUPPLEMENTAL ENVIRONMENTAL PROJECT, APPROVE REQUIRED CEQA ACTIONS, AND APPROVE A USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. AUTHORIZE staff to advertise the project and invite construction bids for Project No. 1776 – Calas Park Stormwater and Water Quality Improvements Supplemental Environmental Project;

— 2. APPROVE the California Environmental Quality Act (CEQA) Initial Study and Mitigated Negative Declaration (MND) for the proposed project, which confirms that the project will not have significant environmental impacts when required mitigation measures are implemented;

— 3. AUTHORIZE staff to file and record a Notice of Determination for the project with the Los Angeles County Clerk and the State Clearinghouse at the Governor's Office of Planning and Research, as required under CEQA following project approval;

— 4. APPROVE the Use and Maintenance Agreement with the Los Angeles County Flood Control District, which allows the project to connect to and utilize the County's storm drain system and establishes the City's responsibility for maintaining the related stormwater improvements; and,

— 5. AUTHORIZE the Mayor to execute the Use and Maintenance Agreement with the Los Angeles County Flood Control District, subject to approval as to form by the City Attorney.

Item No. 21 was heard after Item No. 18.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested a report.

Director Rodgers, Jr. gave a report.

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

22. CONSIDER ADOPTING THE FINAL 2025 PAVEMENT MANAGEMENT PROGRAM REPORT PREPARED BY APPLIED RESEARCH ASSOCIATES, INC. (ARA) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE, FILE, and ADOPT the final 2025 Pavement Management Program Report prepared by Applied Research Associates, Inc.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH TOTUM CORP. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES SUPPORTING PUBLIC WORKS PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the agreement with Totum Corp. for on-call Construction Management and Construction Inspection services, increasing the contract amount by $250,000, for a new total not-to-exceed contract amount of $1,482,635, and extending the contract term by six months, through December 30, 2026; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 3 to the agreement with Totum Corp., subject to approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH PCN3, INC. FOR PROJECT NO. 1726 – COMMUNITY CENTER COURTYARD AND EAST PARKING LOT IMPROVEMENTS, AND ADOPTION OF RESOLUTION NO. 26-024 AMENDING THE FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Public Works Agreement with PCN3, Inc. in the amount of $461,614.28 to cover costs associated with design revisions, unforeseen construction conditions, and additional work performed during construction;

— 2. Adopt Resolution No. 26-024, titled “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” to increase the budget authority for Project PW1725 by $461,614.28 (Exhibit No. 2);

— 3. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the agreement with PCN3, Inc., subject to approval as to form by the City Attorney; and,

— 4. AMEND the Fiscal Year 2025-2026 Capital Improvement Program (CIP) Plan to reflect the updated project funding for this project (Exhibit No. 4).

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH W.G. ZIMMERMAN ENGINEERING INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 with W.G. Zimmerman Engineering Inc. for On-Call Project Management services increasing the contract sum by $355,000.00 for a total contract sum of $970,776.00 and extending the contract until June 30, 2027.

— 2. AUTHORIZE the Mayor to execute contract Amendment No. 1 with W.G. Zimmerman Engineering Inc. following approval as to form by the City Attorney.

Item No. 25 was heard after Item No. 21 since it was not approved with the Consent items due to the item number that was inadvertently not included with the Consent items which City Manager Roberts, Jr. confirmed.

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

SPECIAL ORDERS OF THE DAY (Item 26)

26. CONSIDER INTRODUCING FOR FIRST READING, BY TITLE ONLY, ORDINANCE NO. 26-2606, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public comment, and CLOSE the public hearing; and

— 2. INTRODUCE for First Reading, by Title only, Ordinance No. 26-2606, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD."

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

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

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

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

DISCUSSION (Items 27-31)

27. CONSIDER ADOPTING RESOLUTION 26-026 DESIGNATING THE CITY OF CARSON'S EVENTS, PROGRAMS, AND COMMUNITY ACTIVITIES ASSOCIATED WITH THE 2028 OLYMPIC AND PARALYMPIC GAMES AS "THE CARSON EXPERIENCE" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-026, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFICIALLY DESIGNATING AND NAMING THE CITY OF CARSON'S EVENTS, PROGRAMS, AND COMMUNITY ACTIVITIES ASSOCIATED WITH THE 2028 OLYMPIC AND PARALYMPIC GAMES AS "THE CARSON EXPERIENCE"; and

— 2. AUTHORIZE the City Manager or designee to coordinate the development, promotion, and implementation of activities under the “Carson Experience” initiative.

Deputy City Manager Chaparyan gave a report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested a list of games to be held in the City of Carson. Deputy City Manager Chaparyan responded she would provide a list with dates.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if the olympic information is available on the City website. Deputy City Manager Chaparyan responded to her question.

City Manager Roberts, Jr. offered comments.

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

28. CONSIDER INTRODUCTION AND FIRST READING BY TITLE ONLY OF ORDINANCE NO. 26-2605, AMENDING THE CARSON MUNICIPAL CODE RELATING TO SIDEWALK VENDING REGULATIONS, INCLUDING PROHIBITING SIDEWALK VENDING WITHIN 1,000 FEET OF A PLACE OF PUBLIC ASSEMBLAGE AROUND EVENT TIMES AND WITHIN 1,000 FEET OF A SCHOOL AROUND SCHOOL SESSION HOURS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 26-2605, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING: (i) SECTION 1202 OF CHAPTER 2 (PENALTY PROVISIONS) OF ARTICLE I (GENERAL PROVISIONS), (ii) SECTIONS 31001 (DEFINITIONS) AND 31002 (SIDEWALK VENDING OPERATIONAL REQUIREMENTS) OF CHAPTER 10 (SIDEWALK VENDING) OF ARTICLE 3 (PUBLIC SAFETY); (iii) SECTIONS 4118 (STREET VENDORS NEAR SCHOOLS), 4118.1 (PEDDLING FROM VEHICLES IN PARKS), 4118.2 (SELLING ICE CREAM AND CERTAIN FOOD PRODUCTS FROM VEHICLES IN PUBLIC STREETS), AND 4118.4 (VENDING OF MERCHANDISE ON PUBLIC PROPERTY, STADIUMS, ATHLETIC FIELDS, COMMUNITY CENTERS OR ABANDONED PROPERTY – EXCLUSIONS) OF CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE); AND (iv) SUBSECTION (E) OF SECTION 63142 (MOBILE FOOD VENDORS) OF CHAPTER 3 (BUSINESS, PROFESSIONS, AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE, TO PROHIBIT SIDEWALK VENDORS IN PUBLIC PLACES OF ASSEMBLAGE (AS DEFINED) DURING AND IMMEDIATELY BEFORE AND AFTER LARGE EVENTS, AND TO ELIMINATE INTERNAL INCONSISTENCY WITHIN THE CARSON MUNICIPAL CODE WITH RESPECT TO REGULATION OF SIDEWALK VENDORS."

City Manager Roberts, Jr. gave a report.

Director Garcia elaborated on the report.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Mayor Lula Davis-Holmes resulting in 5-0-0-0-0

29. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD FEBRUARY 1, 2026, THROUGH FEBRUARY 28, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. DISCUSS the Report

ACTION: The Mayor and City Council discussed the report. Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to bring back an ordinance amendment banning smoke shops at the last meeting in May.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:27 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested a list of ribbon cuttings of new businesses. Director Freeman gave a response and comments.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 7:29 P.M.)

30. CONSIDER CARSON'S 2025 ANNUAL HOUSING ELEMENT PROGRESS REPORT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. REVIEW Carson’s 2025 Annual Housing Element Progress Report;

— 2. DISCUSS the Report; and

— 3. AUTHORIZE the Director of Community and Economic Development to make any further corrections or adjustments as may be necessary to ensure full compliance and to submit the Report to HCD.

Director Freeman gave a report.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. referred to the Annual Progress Report (APR) status and asked about the RHNA allocation. Director Freeman responded to his question.

Motion to include Mayor Pro Tempore Hicks, Sr.'s inquiry for staff to look into the actual RHNA allocation, Director Freeman to review with the City Manager, and submit the report to HCD with no objection heard.

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

31. 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)- 7:35 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 continued this item with no objection heard.

ORDINANCE SECOND READING

None.

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

Loren Miles

Thanked the Mayor and City Council for their stewardship, service, dedication, and continued success on behalf of Carson's small and large businesses.

This item was heard again after Oral Communications (Council Members) portion of the meeting.

Chris Longoria, Business Agent, International Brotherhood of Electrical Workers Local 11 and State Certified Electrician

Referred to a letter that was provided to the Mayor and City Council regarding concerns of the Municipal Fiber Optic Network Project

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Chris Longoria to the Assistant City Manager to address his concerns with the project.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. offered the following comments:

- Attended the Town Hall Meeting held March 5, 2026 at Anderson Park to discuss the wall design; over 25 residents were in attendance along with staff and RJM Consultants. Mayor Davis-Holmes thanked staff for their assistance.
- Attended the Environmental Innovative Incubator Contest at CSUDH
- Attended Lobby Day held October 10, 2025 in Sacramento, as Board Member of the Clean Power Alliance, working with other cities to ensure clean, green, and low cost energy for the residents
- Thanked the Mayor and staff for sending the letter to the County that the City is in opposition of the sales tax increase

Council Member/Agency Member/Authority Board Member, Dr. Hilton offered the following comments:

- Thanked everyone who attended the Town Hall Meeting last Thursday
- Announced the Town Hall Meeting for Project Room Key on Albertoni hosted by the County, to be held April 15, 2026, location to be determined; Mayor Davis-Holmes noted the Town Hall Meeting to be hosted at the Carson Community Center at 6:30 P.M.

Council Member/Agency Member/Authority Board Member Rojas thanked staff for the Fiber Optic Technology construction occurring on Avalon Boulevard.

Council Member/Agency Member/Authority Board Member Dear offered the following comments:

- Wished everyone Happy St. Patrick's Day
- Attended a Community Meeting held March 4, 2026 regarding the Bolsa Street Housing Project which is controversial; need to pursue alternatives
- Attended Senior Mixer held March 5, 2026 at the Carson Community Center; thanked the City Manager and staff for hosting
- Announced Town Hall Meeting, on March 25, 2026, at Veterans Park

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered the following comments:

- Thanked and appreciated staff for working the Town Hall Meetings

- Commended her colleagues for hosting the Town Hall Meetings
- Attended the Senior Mixer; thanked staff for hosting
- Attended the South Bay Economic Forecast
- Attended the Bolsa Housing Meeting; need a plan of action to assist the residents; will be meeting with the developer and property owner and asked Assistant City Manager Dr. Lennox, and Director Freeman to attend the meeting as well
- Asked Director Freeman about the Small Business Growth Academy; Director Freeman responded he would provide a Comprehensive Report at the next meeting.
- Directed staff to start the educational campaign for fireworks and to have a phone number in place for residents to call
- Asked for a resolution proclaiming May as Fire Prevention Month and City Manager responded in the affirmative

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

This item was heard after the last speaker of Oral Communications For Matters Not Listed on the Agenda (Members of the Public) portion of the meeting.

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

Janice Lauderdale

Mavis A. Jackson

Margaret Davis

Troy Dunn

Velma Ashford

Michael MacArthur

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Joyce Maye White-Shipman and Keke Shephard to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 8:07 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 City Council, Successor Agency, and Housing Authority

Tuesday, April 7, 2026, 5:00 PM

CONSENT 17.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer TREASURER Administration

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING FEBRURY 28, 2026 (CITY COUNCIL)

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 February 28, 2026. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $212,080,449.25

City of Carson available cash: $51,600,057.59

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: $50,357,906.49

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

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

The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments follow California State Code §53600, the 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)
4. City of Carson Housing Authority Investments (Pg. 8)

Attachments

Cash rpt feb 26.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY FEB 2026.pdf
CITY OF CARSON PORTFOLIO RESERVES SUCCESSOR AGENCY SUMMARY FEB 2026.pdf
CITY OF CARSON PORTFOLIO RESERVES HOUSING SUMMARY FEB 2026.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
February 28, 2026

	Available Cash	Invested Funds
General Fund	$52,994,808.70	$212,080,449.25
Successor Agency (restricted revenue)	$5,563,099.56	$7,902,175.87
Housing Authority (restricted revenue)	$2,125,435.02	$6,000,000.00
Co-Op Agreement (restricted revenue)	$1,767,196.04	
Fiber Optics Enterprise Account (restricted)	$27,000,000.00	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.350	5,255,985.47	5,255,985.47	5,255,985.47	2.48
Preferred Premier Cash	MM942	3.250	43,857,836.15	43,857,836.15	43,857,836.15	20.68
Sub Total / Average Cash		2.940	49,113,821.62	49,113,821.62	49,113,821.62	23.16
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	240,575.67	0.12
East/West Bank 3.8 5/5/2026	9182	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
East/West Bank 3.8 5/5/2026	2582	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
East/West Bank 3.8 5/5/2026	4698	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
East/West Bank 3.8 5/5/2026	8467	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
East/West Bank 3.8 5/5/2026	303	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Bank 3.8 4/19/2026	3062P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/19/2026	3089P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/19/2026	3070P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/19/2026	3100P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/19/2026	3097P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/21/2026	3208A	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/21/2026	3186P	3.800	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Preferred Bank 3.8 4/21/2026	3194P	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 3.86 6/26/2026	3000006915-J	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 3.86 6/26/2026	306119K	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 3.86 6/26/2026	300683A	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 3.86 6/26/2026	300003703K	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 3.86 6/26/2026	300691A	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 4.03 4/10/2026	3000007180M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 4.03 4/10/2026	300007199M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 4.1 6/7/2026	3000024573	4.100	2,500,000.00	2,500,000.00	2,500,000.00	1.18
Preferred Bank 4.1 6/7/2026	3000024581	4.100	2,500,000.00	2,500,000.00	2,500,000.00	1.18
Preferred Bank 4.16 3/1/2026	3000006907-C	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.47

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4.16 3/1/2026	300006893	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.47
Preferred Bank 4.16 6/5/2026	3000024514	4.160	2,000,000.00	2,000,000.00	2,000,000.00	0.94
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	247,434.78	0.12
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	240,740.14	0.12
Truist Bank 4 11/25/2030-26	897926CS8	4.000	250,000.00	250,000.00	249,848.80	0.12
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	240,620.48	0.12
Sub Total / Average Certificate Of Deposit		3.830	37,455,938.64	37,455,938.64	37,440,158.51	17.66
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	298,308.00	0.14
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	295,902.00	0.14
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	297,549.00	0.14
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	297,549.00	0.14
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	298,530.00	0.14
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	492,485.00	0.24
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,980,323.00	0.94
Local Government Investment Pool						
LAIF LGIP	LGIP9143	3.871	2,053,890.21	2,053,890.21	2,053,890.21	0.97
Sub Total / Average Local Government Investment Pool		3.871	2,053,890.21	2,053,890.21	2,053,890.21	0.97
Money Market						
East/West Bank MM	22305	3.000	86,982,728.92	86,982,728.92	86,982,728.92	41.01
Sub Total / Average Money Market		3.000	86,982,728.92	86,982,728.92	86,982,728.92	41.01
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	986,850.00	0.47
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	1,000,000.00	0.47
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	984,260.00	0.47
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	984,480.00	0.47
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	477,895.60	0.22
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	1,015,200.00	0.47
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,004,200.00	0.47
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	997,890.00	0.47
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	998,790.00	0.47
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	984,090.00	0.47
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	990,390.00	0.47
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	982,340.00	0.47
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	984,570.00	0.47
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	984,080.00	0.47
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	981,370.00	0.47

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 4 10/8/2030-26	3130B87E6	4.000	1,000,000.00	1,000,000.00	999,100.00	0.47
FHLB 4 12/4/2030-26	3130B8U91	4.000	2,000,000.00	2,000,000.00	2,000,500.00	0.94
FHLB 4.125 12/4/2030	3130B8VT6	4.125	2,000,000.00	2,000,000.00	1,999,260.00	0.94
FHLB 4.25 4/30/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	999,110.00	0.47
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	1,003,650.00	0.47
FHLB 4.5 5/22/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	2,002,040.00	0.94
FHLMC 4.625 3/6/2030	3134HBBT7	4.625	1,000,000.00	1,000,000.00	1,000,100.00	0.47
FNMA 4 10/16/2030-26	3136GAY52	4.000	1,000,000.00	1,000,000.00	999,030.00	0.47
FNMA 4.07 12/4/2030-26	3136GC6D2	4.070	2,000,000.00	2,000,000.00	1,969,060.00	0.94
Sub Total / Average US Agency		2.938	27,474,069.86	27,464,190.19	27,328,255.60	12.95
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,005,530.00	0.47
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	999,180.00	0.47
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	999,160.00	0.47
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	1,014,920.00	0.47
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	1,014,610.00	0.47
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,016,950.00	0.47
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	1,019,140.00	0.47
Sub Total / Average US Treasury		3.995	7,000,000.00	6,955,080.35	7,069,490.00	3.30
Total / Average		3.154	212,080,449.25	212,020,773.45	211,968,667.86	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,373,540.11	6,373,540.11	6,373,540.11	80.66
Sub Total / Average Cash		3.250	6,373,540.11	6,373,540.11	6,373,540.11	80.66
Local Government Investment Pool						
LAIF LGIP	LGIP9016	3.871	1,528,635.76	1,528,635.76	1,528,635.76	19.34
Sub Total / Average Local Government Investment Pool		3.871	1,528,635.76	1,528,635.76	1,528,635.76	19.34
Total / Average		3.370	7,902,175.87	7,902,175.87	7,902,175.87	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2026

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-032 , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $8,280,728.28, DEMAND CHECK NUMBERS 184026 THROUGH 184335 AND 295 THROUGH 296 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 26-032, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $8,280,728.28, DEMAND CHECK NUMBERS 184026 THROUGH 184335 AND 295 THROUGH 296.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-032, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $8,280,728.28, DEMAND CHECK NUMBERS 184026 THROUGH 184335 AND 295 THROUGH 296"

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 and Exhibit No. 2.

SECTION 2: On April 7, 2026, the City Council ratified the above demand numbers 184026 through 184335 and 295 through 296. 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 $8,280,728.28.

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 7TH DAY OF APRIL, 2026.

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 7TH DAY OF APRIL, 2026 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. 26-032, adopted by the City of Carson City Council at its meeting held on April 7, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

1. DEMAND REGISTER - CHECKS
2. DEMAND REGISTER - WIRE TRANSFERS

Attachments

Exhibit 1 Demand Register Resolution#26-032 - GD.pdf

Exhibit 2 Demand Register Resolution#26-032 - Wires.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184026	03/05/2026	PRINTED	006506	ALL IN ONE PARTIES	2,835.00			
184027	03/05/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	2,271.38			
184028	03/05/2026	PRINTED	008425	AMERICAN GLOBAL SECURITY	64,140.48			
184029	03/05/2026	PRINTED	008006	ANGELA M. RIVERS	50.00			
184030	03/05/2026	PRINTED	000697	BIG ANDYS TROPHIES AND PL	563.04			
184031	03/05/2026	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
184032	03/05/2026	PRINTED	001713	KELVIN BROWN SR	50.00			
184033	03/05/2026	PRINTED	008735	CB RANCH ENTERPRISES	1,584.00			
184034	03/05/2026	PRINTED	001489	CHOURA VENUE SERVICES	2,454.06			
184035	03/05/2026	PRINTED	000062	CITY OF LOS ANGELES	725.00			
184036	03/05/2026	PRINTED	008082	CLIMATEC LLC	2,470.00			
184037	03/05/2026	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
184038	03/05/2026	PRINTED	004275	COSTAR REALTY INFORMATION	1,494.83			
184039	03/05/2026	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
184040	03/05/2026	PRINTED	007176	DAVEY COACH SALES INC.	2,476.68			
184041	03/05/2026	PRINTED	001155	DISH	148.54			
184042	03/05/2026	PRINTED	007595	DONNIE R. DORSEY	50.00			
184043	03/05/2026	PRINTED	000105	FIREMASTER	1,450.00			
184044	03/05/2026	PRINTED	008780	FRAMEXPRESS - SETHY KAO	325.12			
184045	03/05/2026	PRINTED	004437	GALLS, LLC	948.98			
184046	03/05/2026	PRINTED	006085	GARCIA, MARIA DE JESUS	67.28			
184047	03/05/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	5,394.74			
184048	03/05/2026	PRINTED	001293	WALTER GONZALEZ	50.00			
184049	03/05/2026	PRINTED	008136	HARRELL'S, LLC	426.32			
184050	03/05/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
184051	03/05/2026	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
184052	03/05/2026	PRINTED	000152	JERRYS CLEANERS	39.50			
184053	03/05/2026	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
184054	03/05/2026	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
184055	03/05/2026	PRINTED	000067	LOS ANGELES COUNTY DEPT O	97,862.57			
184056	03/05/2026	PRINTED	000563	JANNY NOA	83.30			
184057	03/05/2026	PRINTED	010999	Andy Vu	63.57			
184058	03/05/2026	PRINTED	010999	Christian Cajigal	.83			
184059	03/05/2026	PRINTED	010999	EMILY AVILA	198.80			
184060	03/05/2026	PRINTED	010999	Lise Enriquez	83.59			
184061	03/05/2026	PRINTED	010999	Philip Bray	67.10			
184062	03/05/2026	PRINTED	010999	Priscilla Kinnard	69.77			
184063	03/05/2026	PRINTED	008636	PHOENIX GROUP INFORMATION	96,186.20			
184064	03/05/2026	PRINTED	008545	RANDY D. BROWN	50.00			
184065	03/05/2026	PRINTED	000057	ROBERT MCELROY LLC	31.98			
184066	03/05/2026	PRINTED	000718	STAPLES ADVANTAGE	43.42			
184067	03/05/2026	PRINTED	007090	T-MOBILE USA INC.	6,884.38			
184068	03/05/2026	PRINTED	007931	TOMECKO JACKSON	315.00			
184069	03/05/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,792.38			
184070	03/05/2026	PRINTED	007726	UC ADVANTAGE, INC.	643.75			
184071	03/12/2026	PRINTED	000418	4IMPRINT INC	2,622.99			
184072	03/12/2026	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	16,318.25			
184073	03/12/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	255,907.19			
184074	03/12/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	541.14			
184075	03/12/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	3,940.55			
184076	03/12/2026	PRINTED	000168	AMERICAN PUBLIC WORKS ASS	3,285.00			
184077	03/12/2026	PRINTED	008640	APPLIED RESEARCH ASSOCIAT	52,443.69			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184078	03/12/2026	PRINTED	001001	AT&T PHONE	3,319.78			
184079	03/12/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	729.30			
184080	03/12/2026	PRINTED	007051	BASIC BENEFITS LLC	1,118.40			
184081	03/12/2026	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	4,424.33			
184082	03/12/2026	PRINTED	007656	BREEN DESIGN GROUP, INC	52,455.00			
184083	03/12/2026	PRINTED	000079	CALIFORNIA WATER SERVICE	52,367.99			
184084	03/12/2026	PRINTED	001489	CHOURA VENUE SERVICES	1,523.42			
184085	03/12/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,262.38			
184086	03/12/2026	PRINTED	008033	CLARENCE JOHNSON	300.00			
184087	03/12/2026	PRINTED	006855	CLEMENTE-FINLEY, STEPHANI	50.00			
184088	03/12/2026	PRINTED	008765	COLOEXCHANGE.COM, INC	5,100.00			
184089	03/12/2026	PRINTED	008696	COMMERCIAL VAN INTERIORS,	5,754.60			
184090	03/12/2026	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
184091	03/12/2026	PRINTED	007159	CORODATA RECORDS MANAGEME	854.93			
184092	03/12/2026	PRINTED	007159	CORODATA SHREDDING, INC.	368.85			
184093	03/12/2026	PRINTED	003586	CS AND ASSOCIATES INC	2,195.00			
184094	03/12/2026	PRINTED	004115	CSG CONSULTANTS INC	24,591.50			
184095	03/12/2026	PRINTED	006467	CESAR DAHILIG	50.00			
184096	03/12/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	854.86			
184097	03/12/2026	PRINTED	007948	DAVID VOLZ DESIGN LANDSCA	23,713.31			
184098	03/12/2026	PRINTED	000658	DELL	23,851.26			
184099	03/12/2026	PRINTED	007163	DIANNE THOMAS	100.00			
184100	03/12/2026	PRINTED	006465	LOUIE DIAZ	100.00			
184101	03/12/2026	PRINTED	001645	DISPENSING TECHNOLOGY COR	12,947.68			
184102	03/12/2026	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
184103	03/12/2026	PRINTED	006876	DONALD ALAN SPRAGUE	399.00			
184104	03/12/2026	PRINTED	001136	DP TRADING INC.	2,995.00			
184105	03/12/2026	PRINTED	008617	ECONOMIC & PLANNING SYSTE	11,052.50			
184106	03/12/2026	PRINTED	008189	ED'S FENCING, INC	568.00			
184107	03/12/2026	PRINTED	007456	EDWINA S. HUNTER	50.00			
184108	03/12/2026	PRINTED	001744	ENTERPRISE FM TRUST INC	14,540.87			
184109	03/12/2026	PRINTED	001590	ENVIRONMENTAL SCIENCE ASS	686.00			
184110	03/12/2026	PRINTED	008107	FCG CONSULTANTS INC	7,188.42			
184111	03/12/2026	PRINTED	007224	FCS INTERNATIONAL, INC.	64,214.80			
184112	03/12/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	130.33			
184113	03/12/2026	PRINTED	004223	YOLANDA FIELDER	50.00			
184114	03/12/2026	PRINTED	000221	FLEET PRIDE	97.30			
184115	03/12/2026	PRINTED	001849	CAROLYN FOSTER	50.00			
184116	03/12/2026	PRINTED	000865	GOODWILL LONG BEACH AND S	9,803.53			
184117	03/12/2026	PRINTED	008193	GREAT PLACE TO WORK INSTI	5,995.00			
184118	03/12/2026	PRINTED	008136	HARRELL'S, LLC	3,210.04			
184119	03/12/2026	PRINTED	008132	HASA INC	403.61			
184120	03/12/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	5,583.65			
184121	03/12/2026	PRINTED	003108	SUSAN D ODOM HOUZE	50.00			
184122	03/12/2026	PRINTED	000615	DELL HUFF	100.00			
184123	03/12/2026	PRINTED	000152	JERRYS CLEANERS	45.00			
184124	03/12/2026	PRINTED	004935	JACQUELINE JOHNSON	50.00			
184125	03/12/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	1,305.19			
184126	03/12/2026	PRINTED	000094	LAKESHORE LEARNING MATERI	1,149.07			
184127	03/12/2026	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
184128	03/12/2026	PRINTED	003629	LEES TOOLS	428.13			
184129	03/12/2026	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184130	03/12/2026	PRINTED	000178	LOS ANGELES COUNTY	6.00			
184132	03/12/2026	PRINTED	000799	GROUP SERVICES	2,589.00			
184133	03/12/2026	PRINTED	006884	LYFT, INC.	8,760.87			
184134	03/12/2026	PRINTED	007428	MFUME, DEQUITA	100.00			
184135	03/12/2026	PRINTED	008036	MONIQUE FISHER	50.00			
184136	03/12/2026	PRINTED	000744	NINYO & MOORE GEOTECHNICA	6,744.51			
184137	03/12/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	6,208.14			
184138	03/12/2026	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,603.82			
184139	03/12/2026	PRINTED	004119	PLANET BIDS INC	2,302.16			
184140	03/12/2026	PRINTED	000973	POLY CORR INDUSTRIES	6,132.76			
184141	03/12/2026	PRINTED	001285	POWER WHOLESALE ELECTRIC	145.73			
184142	03/12/2026	PRINTED	001126	GRETA PRICE	50.00			
184143	03/12/2026	PRINTED	008767	R3 CONSULTING GROUP, INC.	10,171.25			
184144	03/12/2026	PRINTED	010000	CHARTER COMMUNICATIONS	480.00			
184145	03/12/2026	PRINTED	008461	RINGCENTRAL, INC	54,509.94			
184146	03/12/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	6,929.00			
184147	03/12/2026	PRINTED	000750	RKA CONSULTING GROUP	3,054.25			
184148	03/12/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,800.10			
184149	03/12/2026	PRINTED	006964	SCCI, INC.	600.00			
184150	03/12/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	750.62			
184151	03/12/2026	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
184152	03/12/2026	PRINTED	000170	SHERWIN WILLIAMS	843.44			
184153	03/12/2026	PRINTED	008184	SKYNET COMMUNICATIONS, IN	1,174.50			
184154	03/12/2026	PRINTED	000191	SMARDAN SUPPLY	12,272.19			
184155	03/12/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	13,028.14			
184156	03/12/2026	PRINTED	004417	SOCALGAS	17,164.53			
184157	03/12/2026	PRINTED	006384	CHARTER COMMUNICATIONS	13,892.79			
184158	03/12/2026	PRINTED	000718	STAPLES ADVANTAGE	506.69			
184159	03/12/2026	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
184160	03/12/2026	PRINTED	008721	T&B PLANNING, INC.	35,824.21			
184161	03/12/2026	PRINTED	008162	TDG ENGINEERING, INC.	19,293.93			
184162	03/12/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	381,194.06			
184163	03/12/2026	PRINTED	001758	SHEILA TRESVANT	50.00			
184164	03/12/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	12,935.80			
184165	03/12/2026	PRINTED	000023	UNITED REFRIGERATION INC	102.48			
184166	03/12/2026	PRINTED	008316	VARDATA, LLC	43,270.16			
184167	03/12/2026	PRINTED	001407	VASQUEZ & COMPANY LLP	6,728.50			
184168	03/12/2026	PRINTED	001249	VERIZON WIRELESS	160.04			
184169	03/12/2026	PRINTED	005511	VULCAN MATERIALS CO.	3,649.41			
184170	03/12/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	289.73			
184171	03/12/2026	PRINTED	008105	Z&K CONSULTANTS, INC	149,285.00			
184172	03/12/2026	PRINTED	007777	Bess Test Lab Inc.	5,680.00			
184173	03/17/2026	PRINTED	006506	ALL IN ONE PARTIES	2,275.00			
184174	03/17/2026	PRINTED	006506	ALL IN ONE PARTIES	240.00			
184175	03/17/2026	PRINTED	008140	CHRISTOPHER NUNO	600.00			
184176	03/17/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	81.28			
184177	03/17/2026	PRINTED	002454	CHRISTOPHER MILLER	1,500.00			
184178	03/17/2026	PRINTED	002454	CHRISTOPHER MILLER	1,500.00			
184179	03/17/2026	PRINTED	008198	RENT FOR EVENT LA, LLC	8,190.00			
184180	03/17/2026	PRINTED	003304	REQUEST LINE MUSIC	500.00			
184181	03/17/2026	PRINTED	008519	THUNDER STUDIOS, INC.	26,345.25			
184182	03/19/2026	PRINTED	002904	ADMINSURE INC	9,400.00			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184183	03/19/2026	PRINTED	001429	ADVANCED HEALTHSTYLES FIT	74,987.46			
184184	03/19/2026	PRINTED	008764	ADVANCED AVANT-GARDE CORP	3,200.00			
184185	03/19/2026	PRINTED	008533	AFIA HEMPHILL	50.00			
184186	03/19/2026	PRINTED	000003	AIRGAS USA LLC	412.11			
184187	03/19/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	9,560.00			
184188	03/19/2026	PRINTED	000899	ALL CITY MANAGEMENT SERVI	67,874.25			
184189	03/19/2026	PRINTED	004388	ALLIANT INSURANCE SERVICE	222.00			
184190	03/19/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	11,960.61			
184191	03/19/2026	PRINTED	000504	AMERICAN RED CROSS HEALTH	270.00			
184192	03/19/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	1,084.13			
184193	03/19/2026	PRINTED	008395	ANDREA VILLASANA	50.00			
184194	03/19/2026	PRINTED	002177	ARIZONA MACHINERY LLC	540.15			
184195	03/19/2026	PRINTED	000974	AT & T ALARM CIRCUITS	350.61			
184196	03/19/2026	PRINTED	001078	AT & T LONG DISTANCE	73.34			
184197	03/19/2026	PRINTED	001001	AT&T PHONE	9,664.98			
184198	03/19/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	364.65			
184199	03/19/2026	PRINTED	007051	BASIC BENEFITS LLC	373.80			
184200	03/19/2026	PRINTED	007369	BIO-ACOUSTICAL ENGINEERIN	2,039.00			
184201	03/19/2026	PRINTED	008585	BLACKSTONE REMODELING, IN	3,000.00			
184202	03/19/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	683.42			
184203	03/19/2026	PRINTED	008605	BRENT D. PAGE	50.00			
184204	03/19/2026	PRINTED	001627	BSN SPORTS LLC	1,103.20			
184205	03/19/2026	PRINTED	008289	BYRON L. SMITH	50.00			
184206	03/19/2026	PRINTED	007535	CALIFORNIA WATERS DEVELOP	4,999.00			
184207	03/19/2026	PRINTED	000140	CARL WARREN AND CO	10,804.50			
184208	03/19/2026	PRINTED	008781	CHEMART COMPANY	22,122.06			
184209	03/19/2026	PRINTED	001489	CHOURA VENUE SERVICES	16,323.81			
184210	03/19/2026	PRINTED	004947	CINDY'S JUMPERS	805.00			
184211	03/19/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,264.80			
184212	03/19/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	9,434.00			
184213	03/19/2026	PRINTED	000114	CITY OF CARSON PETTY CASH	298.15			
184214	03/19/2026	PRINTED	008082	CLIMATEC LLC	1,390.00			
184215	03/19/2026	PRINTED	008416	CORKY'S PEST CONTROL INC.	6,655.00			
184216	03/19/2026	PRINTED	007159	CORODATA SHREDDING, INC.	61.95			
184217	03/19/2026	PRINTED	001629	CORTEZ GRAPHICS	1,160.25			
184218	03/19/2026	PRINTED	001180	COUNTY OF LOS ANGELES	519.98			
184219	03/19/2026	PRINTED	008248	CROWN EQUIPMENT CORPORATI	29,902.52			
184220	03/19/2026	PRINTED	003586	CS AND ASSOCIATES INC	13,770.00			
184221	03/19/2026	PRINTED	004115	CSG CONSULTANTS INC	35,611.00			
184222	03/19/2026	PRINTED	000268	DAILY JOURNAL CORP	381.90			
184223	03/19/2026	PRINTED	008720	DEBORAH WASHINGTON	50.00			
184224	03/19/2026	PRINTED	002637	DEERE AND COMPANY	108,754.95			
184225	03/19/2026	PRINTED	007815	DIMENSION PUBLICITARIA IN	13,000.00			
184226	03/19/2026	PRINTED	000534	DIRECTV	276.99			
184227	03/19/2026	PRINTED	006876	DONALD ALAN SPRAGUE	570.50			
184228	03/19/2026	PRINTED	007713	DORCAS A. WADDIS	50.00			
184229	03/19/2026	PRINTED	007707	DOROTHY J. ROSS	50.00			
184230	03/19/2026	PRINTED	003092	VERA DORSEY-REEVES	50.00			
184231	03/19/2026	PRINTED	006907	ECO LAB	282.34			
184232	03/19/2026	PRINTED	008107	FCG CONSULTANTS INC	4,090.84			
184233	03/19/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	47.08			
184234	03/19/2026	PRINTED	003563	ORIENTAL TRADING CO INC	182.57			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184235	03/19/2026	PRINTED	004437	GALLS, LLC	3,999.15			
184236	03/19/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,479.47			
184237	03/19/2026	PRINTED	008335	GOMEZ GROWERS INC.	243.10			
184238	03/19/2026	PRINTED	000793	GRAINGER	2,589.33			
184239	03/19/2026	PRINTED	004256	RONALD GRACE	27,000.00			
184240	03/19/2026	PRINTED	008394	HANNAH MITCHELL	50.00			
184241	03/19/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	1,886.32			
184242	03/19/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	861.45			
184243	03/19/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	3,357.84			
184244	03/19/2026	PRINTED	000621	SOUTHERN CALIFORNIA HOUSI	2,611.97			
184245	03/19/2026	PRINTED	001210	HYGRADE PLANTING MIX	439.00			
184246	03/19/2026	PRINTED	008314	INTERIOR PLUS, INC	102,854.62			
184247	03/19/2026	PRINTED	001308	JAG TAG ENTERPRISES INC	9,142.00			
184248	03/19/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	120.00			
184249	03/19/2026	PRINTED	007469	JENN SALES CORPORATION	18,046.35			
184250	03/19/2026	PRINTED	008746	JENNIFER L. CURTIS	3,400.00			
184251	03/19/2026	PRINTED	000152	JERRYS CLEANERS	423.00			
184252	03/19/2026	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	114,025.49			
184253	03/19/2026	PRINTED	008390	JOSHUA MOORE	50.00			
184254	03/19/2026	PRINTED	008392	KAYLA HONMA	50.00			
184255	03/19/2026	PRINTED	008403	KOBII M. HOWARD	200.00			
184256	03/19/2026	PRINTED	008553	KY AND KY, LLC	224.65			
184257	03/19/2026	PRINTED	000094	LAKESHORE LEARNING MATERI	392.05			
184258	03/19/2026	PRINTED	008722	LAWRENCE LEOMITI	1,200.00			
184259	03/19/2026	PRINTED	004428	LAWSON PRODUCTS INC	2,301.17			
184260	03/19/2026	PRINTED	008404	LEA MACIAS	50.00			
184261	03/19/2026	PRINTED	008534	LISA F. COTTRELL	50.00			
184262	03/19/2026	PRINTED	006668	LOS ANGELES CONSERVATION	32,376.40			
184263	03/19/2026	PRINTED	000070	LOS ANGELES COUNTY DEPT O	29,832.20			
184264	03/19/2026	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,203,038.61			
184265	03/19/2026	PRINTED	000494	M AND S METALS	6,281.93			
184266	03/19/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,352.52			
184267	03/19/2026	PRINTED	008206	MARK A. PASKELL	1,500.00			
184268	03/19/2026	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	1,300.00			
184269	03/19/2026	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	782.00			
184270	03/19/2026	PRINTED	000996	MIRACLE PLAYGROUND SALES	103.72			
184271	03/19/2026	PRINTED	003576	MRS ENVIRONMENTAL INC	12,952.49			
184272	03/19/2026	PRINTED	008817	NATHANIEL ZULUETA	50.00			
184273	03/19/2026	PRINTED	006825	NORA MOMOLI	50.00			
184274	03/19/2026	PRINTED	010999	BECERRA, DAISY	68.65			
184275	03/19/2026	PRINTED	010999	NICHOLAS YOON	169.28			
184276	03/19/2026	PRINTED	008756	OPEN GOV INC	95,911.01			
184277	03/19/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	717.39			
184278	03/19/2026	PRINTED	000460	PETES ROAD SERVICE INC	1,132.89			
184279	03/19/2026	PRINTED	003099	PAMELA PITCHER	50.00			
184280	03/19/2026	PRINTED	001020	PITNEY BOWES	1,018.26			
184281	03/19/2026	PRINTED	000746	PITNEY BOWES RESERVE ACCO	900.11			
184282	03/19/2026	PRINTED	000746	PITNEY BOWES PRESORT SERV	19.20			
184283	03/19/2026	PRINTED	001285	POWER WHOLESALE ELECTRIC	689.18			
184284	03/19/2026	PRINTED	001149	DENICE PRICE	50.00			
184285	03/19/2026	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,841.30			
184286	03/19/2026	PRINTED	000408	PROFESSIONAL MOBILE REMOD	17,820.00			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184287	03/19/2026	PRINTED	007372	PROTIME SPORTS	7,547.51			
184288	03/19/2026	PRINTED	008532	RCR TRAFFIC SPECIALIST	7,571.59			
184289	03/19/2026	PRINTED	000119	RED WING SHOE STORE	2,000.00			
184290	03/19/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	220.68			
184291	03/19/2026	PRINTED	008803	REHAB WEST, INC.	456.00			
184292	03/19/2026	PRINTED	008198	RENT FOR EVENT LA, LLC	27,000.84			
184293	03/19/2026	PRINTED	010000	EBONY JONES-STREETS	20.00			
184294	03/19/2026	PRINTED	010000	GOLDEN STATE WATER COMPAN	960.00			
184295	03/19/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	3,722.67			
184296	03/19/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	3,232.40			
184297	03/19/2026	PRINTED	000057	ROBERT MCELROY LLC	95.94			
184298	03/19/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,312.94			
184299	03/19/2026	PRINTED	003585	RSG INC	5,455.00			
184300	03/19/2026	PRINTED	004269	EDGAR SALAS TEASE	3,500.00			
184301	03/19/2026	PRINTED	000427	SAM'S CLUB DIRECT	3,273.91			
184302	03/19/2026	PRINTED	008515	SAMSARA INC.	11,383.90			
184303	03/19/2026	PRINTED	001605	SC FUELS	13,975.41			
184304	03/19/2026	PRINTED	006964	SCCI, INC.	600.00			
184305	03/19/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	1,136.43			
184306	03/19/2026	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	381.93			
184307	03/19/2026	PRINTED	000211	SMART AND FINAL IRIS	179.07			
184308	03/19/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	58,746.23			
184309	03/19/2026	PRINTED	007812	SONYA EATMAN	50.00			
184310	03/19/2026	PRINTED	000725	SOUTH BAY CASINO RENTALS	3,645.00			
184311	03/19/2026	PRINTED	008790	SOUTHWEST PARKING ASSOCIA	375.00			
184312	03/19/2026	PRINTED	004977	CHARTER COMMUNICATION	1,722.88			
184313	03/19/2026	PRINTED	000718	STAPLES ADVANTAGE	12,661.42			
184314	03/19/2026	PRINTED	003100	LINDA STEWART	50.00			
184315	03/19/2026	PRINTED	007931	TOMECKO JACKSON	975.00			
184316	03/19/2026	PRINTED	008106	TOTUM CORP	36,614.00			
184317	03/19/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	5,447.56			
184318	03/19/2026	PRINTED	006769	CITY MANAGER	5,513.98			
184319	03/19/2026	PRINTED	008766	UBER TECHNOLOGIES, INC.	965.01			
184320	03/19/2026	PRINTED	000023	UNITED REFRIGERATION INC	71.39			
184321	03/19/2026	PRINTED	008430	URBAN HABITAT	732,036.17			
184322	03/19/2026	PRINTED	008552	VALLEY ATHLETIC FIELD SOL	917.28			
184323	03/19/2026	PRINTED	001249	VERIZON WIRELESS	190.62			
184324	03/19/2026	PRINTED	008783	VITALSMARTS LC	645.00			
184325	03/19/2026	PRINTED	008517	VITAL RECORDS CONTROL	2,658.98			
184326	03/19/2026	PRINTED	005511	VULCAN MATERIALS CO.	6,440.13			
184327	03/19/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	5,942.50			
184328	03/19/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	3,233.24			
184329	03/19/2026	PRINTED	008299	WEST COAST SPORTS AND FIT	360.00			
184330	03/19/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	179.94			
184331	03/19/2026	PRINTED	000144	YAMADA CO INC	95.46			
184332	03/19/2026	PRINTED	000544	ZEP MANUFACTURING CO	9,707.43			
184333	03/23/2026	PRINTED	008819	MIGDALIA SANCHEZ	4,722.52			
184334	03/23/2026	PRINTED	008430	URBAN HABITAT	760,000.00			
184335	03/24/2026	PRINTED	007777	Bess Test Lab	1,638.00			
	309 CHECKS			CASH ACCOUNT TOTAL	6,836,001.06	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
309 CHECKS	FINAL TOTAL	6,836,001.06	.00

** END OF REPORT - Generated by Breana Brown **

City of Carson

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
295	03/18/2026	WIRE	008819	MIGDALIA SANCHEZ	4,722.51			
296	03/19/2026	WIRE	004084	RE SOLUTIONS, LLC	1,440,004.71			
			2 CHECKS	CASH ACCOUNT TOTAL	1,444,727.22	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
2 CHECKS	FINAL TOTAL	1,444,727.22	.00

** END OF REPORT - Generated by Breana Brown **

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This report provides an informational update to the City Council on the recent activities of City Commissions.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission held its monthly meeting on Thursday, March 5, 2026. During the meeting, the Commission received an update on the Cal Compact Landfill from Executive Director John Raymond, as well as a presentation on the Comprehensive Development Fee Study from Special Projects Manager James Nguyen. Commissioners Ray Aldridge and Darren Embry were elected as Chairperson and Vice Chairperson, respectively. The Commission also received an Economic Development update from staff.

Environmental Commission

The Environmental Commission held its regular meeting on March 4, 2026, at City Hall, where the Commission approved the February 4, 2026, minutes and discussed preparations for the upcoming Earth Day event, including volunteer coordination and giveaway ideas. Commissioners also raised community topics such as sustainable housing grants, dog park amenities, and potential waste bag stations, while staff provided updates on upcoming events and distributed Brown Act materials before adjourning the meeting at 7:05 p.m. The next meeting is scheduled for April 1, 2026, at 6:30 p.m.

Public Works Commission

The Public Works Commission failed to achieve a quorum on March 16th. The Public Works Commission will resume in April.

Human Relations Commission

On March 18, 2026, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over survey results of the Rising Stars Conference happened on February 21, 2026. The result was pleasant as they celebrated the success of the event. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee as well as for Disability Ad Hoc Committee. They will reconvene in April 15, 2026 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, February 26, 2026, at the Foisia Park. Commission meetings held at local parks aim to encourage greater community engagement by providing residents with an opportunity to voice their concerns about their neighborhoods. Attendees learned about recent improvements and the various programs offered by the city. Both the Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at Foisia Park and sites currently under construction.

The next meeting will be held on Thursday March 26, 2025, at the Council Chambers and will celebrate the Spelling Bee and Basketball champions of the season.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission met on March 24, 2026, to finalize details for the "Why I like Carson Essay-Contest" and awards ceremony. The commission adjourned until it's next meeting on Tuesday, April 28, 2026.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, March 19, and successfully had a quorum. For this meeting the commissioners reviewed two letters that will be addressed to the Department of Public Safety. One letter is about traffic enforcement and the other one is about red light camaras. The commissioners decided to move forward with the red light camara letter, and had some changes on the traffic enforcement one. An updated draft will be reviewed at the next commission meeting. In addition, the commissioners started their research on vehicle sales in public streets. They reviewed different ordinances that other neighboring cities have in regard to vehicle sales on public streets. The research will still continue for the next scheduled meeting.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

See attachment included as Exhibit 3.

Women’s Issues Commission

In March, the Women's Issues Commission continued advancing several key initiatives discussed earlier in the year. The commission reviewed progress on its parent volunteer recognition effort and confirmed that 18 nominations had been received from local elementary schools for recognition at the May 5th City Council meeting. To allow for a final round of outreach, the nomination deadline was extended to April 10 for remaining schools. Commissioners also discussed participating in the Carson Library's "Library Fest" on April 25th, where the Commission may host a table to increase visibility, share domestic violence and family resource materials, and promote upcoming initiatives such as the All About Me Women's Health Conference. To support future outreach efforts, the commission approved exploring branded materials including pens, table signage, a table cloth, and a canopy.

The Commission also revisited its Mother's Day outreach at Heritage House and discussed care package options including body wash, scarves, gift bags, and cards, with a tentative drop-off planned for May 8th. In addition, members continued reviewing resident survey feedback and discussed ways to increase community awareness of the Commission's work, including potential conversation circles, partnerships with existing city programs, and stronger promotion of women and family centered resources.

Youth Commission

See attachment included as Exhibit 4.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission
2. Senior Citizens Advisory Commission
3. Veterans Affairs Commission
4. Youth Commission

Attachments

Planning Commission
Senior Citizens Advisory Commission
Veterans Affairs Commission
Youth Commission

Planning Commission Report
December 2025- March 2026

Planning Commission December 9, 2025

1. Site Plan and Design Overlay Review (DOR) No. 1959-24

   Applicant: Jefferson Ohio

   Owner: Bill Hassan

   Request: Adopt Resolution No. 25-2894, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1959-24 FOR THE DEVELOPMENT OF EIGHT DETACHED DWELLING UNITS AT 21135 ½ BOLSA STREET. (APN 7334003021)".

   Property Involved: 21135 ½ Bolsa Street (APN 7334-003-021)

   Action: Continued

2. A Resolution of the Planning Commission of the City of Carson recommending that the City Council make findings pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2) and adopt General Plan Amendment No. 03-25, and amendment to the Noise Element of the city's General Plan to clarify its alignment with existing language in the city's Noise Ordinance and to establish clear standards for new development projects while protecting the community noise environment.

   Applicant: City of Carson

   Request: Adopt Resolution No. 25-2895, entitled, "RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL MAKE FINDINGS PURSUANT TO CEQA GUIDELINES SECTIONS 15162 AND 15168(c)(2) AND ADOPT GENERAL PLAN AMENDMENT NO. 03-25, AN AMENDMENT TO THE NOISE ELEMENT OF THE CITY'S GENERAL PLAN TO CLARIFY ITS ALIGNMENT WITH EXISTING LANGUAGE IN THE CITY'S NOISE ORDINANCE AND TO ESTABLISH CLEAR STANDARDS FOR NEW DEVELOPMENT PROJECTS WHILE PROTECTING THE COMMUNITY NOISE ENVIRONMENT".

   Property Involved: Citywide

   Action: Approved

Planning Commission Report
December 2025- March 2026

Planning Commission December 17, 2025

3. Request for a one-year extension of project entitlement DOR No. 1785-19 to comply with Conditions of Approval.

Applicant:	Marcel Martins - CreateRE
Owner:	Armin Haghi and Sean Haghi
Request:	Adopt Resolution No. 25-2896 of the Planning Commission of the City of Carson approving a one-year extension of time of effectiveness of Site Plan and Design Review 1785-19 Revision #2, pertaining to real property located at 2625 E. Carson Street.
Property Involved:	2625 E. Carson Street (APN 7316-008-021, -022, and -022)
Action:	Approved

Planning Commission January 27, 2026

4. Consider adopting a resolution recommending City Council approval of an addendum to the General Plan Update Environmental Impact Report and adoption of the Carson Civic Specific Plan.

Applicant:	City of Carson
Request:	Adopt Resolution No. 26-2897, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ADDENDUM TO THE CARSON 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT AND ADOPT THE CARSON CIVIC CENTER SPECIFIC PLAN (SP No. 01-26)."
Property Involved:	701 and 801 E. Carson St.
Action:	Approved

5. Public hearing to consider adoption of Resolution No. 26-2898, recommending City Council approval of an Amended and Restated Development Agreement No. 23-19 between the City of Carson, Imperial Avalon, LLC, and Lennar Homes of California, LLC for a Mixed-use project located at 21207 South Avalon Boulevard.

Applicant:	Imperial Avalon, LLC
Owner:	Imperial Avalon, LLC; Lennar Homes of California, LLC
Request:	Adopt Resolution No. 26-2898, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THE CARSON CITY COUNCIL APPROVE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A MIXED-USE PROJECT LOCATED 21207 SOUTH AVALON BOULEVAD".
Property Involved:	21207 S. Avalon Blvd.
Action:	Approved

Planning Commission February 24, 2026

6. Design Overlay Review No. 00021-25

Applicant:	Ashley Lin
Request:	Adopt Resolution No. 26-2899, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN REVIEW NO. 00021-25 TO MODIFY THE FAÇADE OF THE SHOWROOM BUILDING OF AN EXISTING NEW CAR DEALERSHIP."
Property Involved:	2205 E. 223rd Street
Action:	Approved

Planning Commission Report
December 2025- March 2026

Planning Commission March 10, 2026

7. Design Overlay Review No. 1925-23, Conditional Use Permit No. 1128-23, and Development Agreement No. 33-23

Applicant:	VESI 27, LLC
Request:	Adopt Resolution No. 26-2900, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON DENYING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-2, AND RECOMMENDING THAT THE CITY COUNCIL DENY DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009."
Property Involved:	18800 Broadway Avenue
Action:	Approved

Senior Citizens Advisory Commission
Meeting Update – March 2026

The Senior Citizens Advisory Commission met on Tuesday, March 10, 2026, at the Carson Event Center. The meeting began with quorum confirmation, followed by the Pledge of Allegiance, roll call, approval of the March 10th agenda, and the minutes from February 9, 2026. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Crisina Go, Estate Properties (310) 971-0404

Ms. Go invited the Senior Citizens Advisory Commission, and everyone who is over the age of 50 to a Living Trust Workshop at the Carson Event Center on March 30, 2026, from 10:00 AM – 11:30 AM. The free informational workshop will be conducted by Real Estate to cover key topics such as knowing what a living trust is, knowing when to amend your trust, and learning strategies to help avoid probate.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing and upcoming Carson programs and events including the Senior Spring Fling Luncheon to be held on Friday, April 17, 2026, and the on-going Mental Health Series for Older Adults, every first and third Monday of the month.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

None.

CONCLUSION

Following oral communications by the commission and staff, a vote was cast to adjourn the meeting at 4:50 p.m. and carried out unanimously. The next Senior Advisory Commission meeting is scheduled for April 13, 2026, at 4:00 p.m. at the Carson Event Center.

Veterans Affairs Commission
March Meeting Update

The Veterans Affairs Commission convened its regular meeting on Monday, March 16, 2026, at 6:15 p.m. at Veterans Park in the Activity Room. The meeting commenced with confirmation of a full quorum, followed by roll call, the Pledge of Allegiance, and approval of the Consent Calendar.

The Consent Calendar included the March 16, 2026 agenda; the minutes from the previous meeting held on Tuesday, February 17, 2026, which was rescheduled from the Commission's regularly scheduled Monday meeting due to a holiday; the Commission's Special Events List; and the Park Assignments List.

The Commission discussed Old and New Business, including participation in City events, the office proposal, 2026 Memorial Day Subcommittee updates, and the rescheduling of meetings due to holiday conflicts. Relevant motions and votes were recorded accordingly.

Commissioners provided updates on their respective park assignments, followed by oral communications from both commissioners and staff.

The meeting was adjourned at 7:36 p.m. The next Veterans Affairs Commission meeting is scheduled for Monday, April 20, 2026, at 6:15 p.m., in the Activity Room at Veterans Park.

Youth Commission
March Meeting Update

The Youth Commission convened its regular meeting on Wednesday, March 11, 2026, at 7:00 p.m. in the Executive Conference Room at City Hall. The meeting commenced with confirmation of a full quorum, followed by roll call, the Pledge of Allegiance, and approval of the Consent Calendar. The Consent Calendar included the 3/11/26 agenda, minutes from a previous meeting held on 1/14/26 (no meeting held in February due to lack of quorum), park assignments, special events list, and the April "Programs-At-A-Glance" report.

The commission proceeded to discuss both old and new business, including their beautification project and monthly challenge, with applicable motions and votes properly recorded. Staff provided an update on the *Earthday/Kid's Fest* event, scheduled for Saturday, April 11, 2025, and encouraged the Commission to attend, and report on their experience. Staff also inquired about commissioner availability to volunteer at the event.

Commissioners then presented updates related to their respective park reports.

The meeting concluded with oral communications from both commissioners and staff. A unanimous vote was taken to adjourn the meeting at 7:32 p.m. The next Youth Commission meeting is scheduled for Wednesday, April 8, 2026, at 7:00 p.m., in the Executive Conference Room at City Hall.

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT #25-060 WITH ESPARZA CONSULTANTS, LLC. TO PROVIDE ON-CALL CONSULTING SERVICES TO THE FINANCE DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The City of Carson ("City") originally retained Esparza Consultants through Request for Proposals (RFP) No. 25-017 to provide as-needed financial consulting services for the Finance Department.

The Finance Department is proposing Amendment No. 2 to expand the scope of work to include improvements to the City's Purchasing operations in preparation for the transition to the OpenGov Inc. system, approved by the City Council on November 18, 2025. The additional services will focus on evaluating current processes, identifying efficiencies, and aligning purchasing functions with the new system.

Staff recommends that the City Council approve this amendment, increasing the contract by $47,000, for a total not-to-exceed amount of $120,995.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 with Esparza Consultants for On-Call Financial Consulting services, increasing the contract sum by $47,000 for a not-to-exceed amount of $120,995, to support additional services related to the Finance Department's procurement functions; and
2. AUTHORIZE the Mayor to execute contract Amendment No. 2 with Esparza Consultants following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the law.

IV. BACKGROUND

The City of Carson issued Request for Proposals (RFP) No. 25-017 on February 20, 2025, to retain professional consulting services for the Finance Department, including Payroll and other financial operations. The original scope of work included analyzing workflows, providing best practice recommendations, facilitating intra-departmental meetings, reviewing administrative procedures, and assisting with implementation and staff training on an as-needed basis.

Amendment No. 2 proposes expanding the scope of work to include support for the City's Purchasing operations, specifically to enhance processes in advance of the transition to the OpenGov Inc. system, which will centralize bidding and contracting functions. Procurement consulting is a natural extension of Finance Department operations and falls within the original as-needed consulting framework. Additionally, as a professional services consultant, Esparza Consultants was retained through a competitive proposal process due to the high level of technical expertise required to perform the original scope of work, and is therefore well suited to provide these expanded services efficiently and cost effectively.

Under Amendment No. 2, Esparza Consultants will provide additional services to enhance the City's Purchasing operations in preparation for the OpenGov system implementation. Services will include: facilitating meetings with Finance and City working groups to review current processes, gather stakeholder input, and establish timelines; developing decision trees, workflows, forms, and documentation; reviewing and updating policies, Administrative Rules, and Municipal Code with recommendations; creating solicitation, contract, and terms and conditions templates for various procurement methods; assessing Tyler Munis workflows and approval processes; conducting Citywide training, including a train-the-trainer approach; and providing guidance on contract review and quality control. All deliverables will be compiled in an Executive Summary with supporting documentation incorporating City feedback, ensuring staff are fully prepared to operate efficiently under the new system.

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Esparza Consultants, increasing the contract amount by $47,000 for a total not-to-exceed amount of $120,995, to support these additional services related to the Finance Department's procurement function.

V. FISCAL IMPACT

The costs associated with the proposed Amendment No. 2 will utilize funds allocated in the adopted FY 2025-26 budget using Professional Services account 101-60-630-101-6004.

VI. EXHIBITS

1. Esparza Consultants 25-060 - Amendment No. 2
2. RFP 25-017
3. RFP 25-017 Bid Register
4. Esparza Consultants 25-060 - Original (Executed)
5. Esparza Consultants 25-060 - Amendment No. 1 (Executed)

Attachments

Esparza Consultants Amendment No. 2.pdf
RFP 25-017.pdf
RFP 25-017 - Bid Register.pdf
Esparza Consultants 25-060 - Original (Executed).pdf
Esparza Consultants 25-060 - Amendment No. 1 (Executed) .pdf

AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant") is entered into as of the _____ day of March, 2026. 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 April 3, 2025 ("Agreement"), whereby Consultant agreed to provide City payroll consulting services and assistance including conducting an overview of current payroll operations and proposing incremental best practice changes, for a not-to-exceed Contract Sum of $24,500.00 for a one year term expiring April 2, 2026.

B. On August 7, 2025, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to extend the Term by four additional years, through April 2, 2030, and increase the not-to-exceed Contract Sum by $49,495.00, from $24,500.00 to $73,995.00, for continued Services.

C. City and Consultant now desire to further amend the Agreement to increase the not-to-exceed Contract Sum by $47,000.00, from $73,995.00 to $120,995.00 for additional procurement consulting services and assistance ("Amendment No. 2 Additional Services").

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 identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of this 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***

Twenty Thousand Nine Hundred Ninety Five Dollars ($120,995.00) ~~Seventy-Four Thousand Dollars ($73,995.00)~~ ("Contract Sum")."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

See attached.

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 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, 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 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 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 THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the date(s) and year first set forth above.

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:

ESPARZA CONSULTANTS, LLC., a California limited liability company

By: Araceli Esparza
Name: Araceli Esparza
Title: President/Manager

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant will provide payroll consulting services and assistance to the City of Carson. This will consist of providing an overview of current Payroll operations and proposing incremental best practice changes. Consultant will attend and facilitate the Intra-City Working Group meetings and create checklists for processes that include decision trees and flow charts. Consultant will then provide an Executive Summary of all findings and recommendations.

As part of the Amendment No. 2 Additional Services, Consultant will expand procurement consulting services to include detailed checklists with decision trees and flowcharts for purchasing Goods, General Services, Professional Services, and Public Works; standardized templates for Single, Quick, Informal, Quotes, Bids, and RFPs; terms and conditions for purchase orders and solicitation templates; comprehensive Procurement, Admin, and Management training on City of Carson processes; facilitation of Intra-City Working Group meetings; implementation of MGO's April 20224 Assessment recommendations; and clear documentation of all roles and responsibilities. This maintains the original schedule with weekly check-ins through June 30, 2026.

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

A. Meeting with Finance Department

Meet with the Finance and Human Resources departments to obtain a business review of the payroll operations, the proposed deliverables and determine future goals, vision, and a mutually accepted timeline for net set of deliverables. (Onsite meetings)

B. City Working Group Interviews, Findings and Recommendations

Consultant will attend and facilitate City working group meetings throughout the development and deployment of deliverables to tailor resources to the City's unique needs.

- Meet with stakeholders and identify issues with existing payroll processes.
- Establish guidelines and decision trees - focus on the result and guide staff through a series of questions and scenarios.
- Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.

C. Based upon input from the City working group, develop forms, create decision trees and flow charts and document processes.

D. Review, Report/Discussion of Executive Summary

Summary of findings of the current Purchasing operations and recommendations for best practices and efficiencies. Review Administrative Rules and Procedures and recommend possible changes based upon priority.

E. Final Revision of Executive Report, Data, Forms, Flow Charts per City Feedback

F. Amendment No. 2 Additional Services

1) Meeting with Director of Finance and Purchasing Manager:
As-needed meetings with Purchasing Division to get an overview of the current process, provide regular updates, develop a timeline, etc.

2) Solicitation Templates for the Following:

- ***Single Quote (Dept via PO)***
- ***Quick Quotes (Dept & Purchasing)***
- ***Informal x2 (Goods & Services)***
- ***Formal x2 (Goods & Services)***
- ***Software/SAAS***
- ***RFP x2 (Goods & Services)***
- ***RFQ***
- ***Public Works x2 (Maintenance & Construction)***

3) Written Summary and Code Changes

- ***Summary of findings of the current purchasing operations and recommendations for best practices and efficiencies***
- ***Review the Municipal Code and recommend possible changes based upon priority***
- ***Provide revised language for Director of Finance Role***
- ***Including reviewing opportunities for Cooperative and Piggyback Purchasing***

4) Review and Update Policies, Procedures and Processes

- ***Administrative Policy and Procedures (APP) 2.6.02: Purchasing Procedures***
- ***Procurement Manual***

- ***Develop Decision Trees, Flow Charts, or Checklists for the various Solicitation types.***

5) Tyler Munis Workflow

- ***Review existing workflows for requisition entry for pre-encumbrance***
- ***Consider using the contract entry and not use POs for the payment***
- ***Review approval routes based on thresholds***
- ***Create boiler plate language for the different type of PO and Contracts***

6) Intra-City Working Group: Interviews, Findings, Recommendations

- ***Will work with an intra-city working group throughout the development and deployment of deliverables to tailor resources to the City's unique needs. Liaisons should gain the skills and knowledge from best practices, guidelines and City resources. This work will include:***
- ***Meet with stakeholders and identify issues with existing procurement processes.***
- ***Work with department liaisons to implement a train-the trainer model.***
- ***Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.***

7) Provide Citywide Basics of Purchasing Training

- ***Develop targeted training videos and resources to quickly resolve problems identified by the intra-city working group. Providing training on Basics of Purchasing and Procurement, audience will learn:***
- ***Solicitation development: what you want to purchase or procure, what you need it for, and discuss solutions.***
- ***Trade-offs in procurement to reach a solution (avoid hearing "no" from the Purchasing Manager).***
- ***How to use the intake form and develop "good scope of work" and "good specs" documents.***
- ***OpenGov Super User and End-User Supplemental Training***

8) Contract Templates for the following:

- ***Goods***
- ***General Services***
- ***Professional Services***

- ***Public Works***

9) ***Terms & Conditions Templates for the following:***
   - ***Purchase Orders***
   - ***Informal Quotes***
   - ***Formal Bids***
   - ***Professional Services***

10) ***Manager's Role in Contract Review and Approval***
   - ***Essential Quality Control measures in contract development***
   - ***Top 10 items to check before submitting to City Attorney***

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

As directed by City's Contract Officer.

IV. All 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:

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	28	$150.00	$4,200.00
City Payroll Group Interviews, Findings and Recommendations	78.3	$150.00	$11,745.00
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	290	$150.00	$43,500.00
Create Report/Discussion of Executive Summary and Workflows	35	$150.00	$5,250.00
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	20	$150.00	$3,000.00
General Consultation as needed	42	$150.00	$6,300.00
Total			$73,995.00

Item #	***Amendment No. 2 Additional Services***	***Estimated Hours***	***Rate***	***Total***
1	***As-Needed Procurement Consulting Services (Refer to Exhibit A Scope of Services)***	***266.66***	***$150.00***	*$47,000*

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all 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 *$120,395.00* ~~73,995.00~~, as provided in Section 2.1 of this Agreement.

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

REQUEST FOR PROPOSALS NUMBER: RFP 25-017

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

PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS

ISSUE DATE:	**02/20/2025**
QUESTION DEADLINE:	**02/26/2025 | 09:00 A.M.**
PROPOSALS DEADLINE:	**03/04/2025 | 11:00 A.M.**

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://pbsystem.planetbids.com/portal/32461/portal-home

No late proposal submittals will be accepted. Proposals received after the deadline established will not be considered. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittals of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.
submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.
submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids Vendor Portal Q&A tab within the date and time established. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby elected officials or city employees during the release date of the solicitation and the announcement of the Notice of Intent to Award, may result in disqualification from the selection process. Please note submittals are not confidential and are subject to release in response to a public records request after negotiations are complete.
r negotiations are complete.
negotiations are complete.

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

To view other bidding opportunities from the City of Carson, please visit: Bidding/RFP Opportunities (carson.ca.us)

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson (City) is requesting proposals for professional services from qualified and interested consulting firms to complete all necessary components of the project. The Consultant will provide payroll consulting services to the Finance and Human Resources Department. These services will include analyzing and reviewing current Financial practices including, but not limited to, Payroll processing, general consulting related to Financial operations within the City's Financial software, Tyler Munis, and presenting recommendations to improve the overall operations within the respective areas.

General RFP Policies

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

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

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

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

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. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addenda via PlanetBids.

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

Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is 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.

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

B. VIRTUAL PRE-PROPOSAL MEETING

Virtual Pre-proposal meeting: **NO**

C. PROPOSAL SUBMITTAL

Proposals must be submitted in electronic format.

Proposals must be submitted no later than **03/04/25 | 11:00AM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following General Attachments and Proposal Sections. General Attachments are attached as **Appendix B**. Failure to complete these items may result in rejection of a proposal.

For additional proposal requirements, refer to: Scope of Work. Proposals shall not exceed 20 pages.

Required General Attachments		
1	**Modification, Changes, or Exceptions to the City Contract for Services Template – Long Form** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
2	**Acknowledgement of Insurance Endorsements**	Required
3	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years.	Required

4	**Affidavit of Non-Collusion and Non-Discrimination**	Required
5	**Affidavit of Non-Federal Lobbyist Requirements**	Required
6	**Debarment and Suspension Certificate**	Required
7	**Certificate of Compliance with Labor Code Section 3700**	Required
8	**W-9 Request for Taxpayer Identification Number and Certification**	Required

Required Proposal Sections		
1	**Team Qualifications and References** The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of similar efforts prepared by the firm and proposed team members. Identify and include key staff, a description of their abilities, qualifications, and experience. Identify any portion of the work that would be subcontracted.	Required
2	**Project Approach and Work plan** Consultant shall describe its detailed work approach and methodology. Include all deliverables at each stage of the project, assumptions about the number of meetings needed with City staff and meetings with other stakeholders to complete the Scope of Work.	Required
3	**Proposed Schedule** Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
4	**Subcontractor List (if applicable)** Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor.	Required if Applicable
5	**Cost Proposal** The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement.	Required

D. QUESTIONS AND ADDENDA

All project scope questions must be posted to PlanetBids by the due date and time established. The City will coordinate responses and post to PlanetBids for all interested proposers to review.

If discrepancies or omissions are found for this document, the City reserves the right to make

such changes as deemed appropriate. Any such changes will be by written addenda, which will be posted to PlanetBids no later than five (5) days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Josilla Togiola Purchasing Manager	(310) 830-7600 ext. 1237 jtogiola@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate experience with the following:

- Qualification to conduct business in the City including, not limited to: maintaining a City business license, maintaining the required Insurance as outlined above, etc.
- Not having been debarred by Federal, State or local government
- Demonstrated capability to complete the required scope.

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **City Hall, 701 E. Carson St., Carson, CA 90745 and Remotely**
Job Work Schedule: **To be determined upon contract award**

G. OTHER REQUIREMENTS

The City's form contract is required (download from Planet Bids). Specific requirements are outlined in the form contract. This form contract is required upon contract award.

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.

H. INSURANCE REQUIREMENTS

The selected consultant shall comply with the insurance requirements detailed in Section 5.1 of the City Contract Template, attached as **Appendix A**.

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The lump sum bid price must include all necessary materials and fees to provide the required services. Permits, licenses and fees must be obtained at the awarded 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.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

J. 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 established.

Proposals will be evaluated based on the response to all provisions of the RFP. The award, unless all proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2611(c) (Professional Services Procurement) and (b) Competitive Proposals 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 contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria tables below.

The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

The specific evaluation criteria that the City will follow will be as outlined below:

Evaluation Criteria	Weight
General Qualifications and References – Including Key Staff and Demonstrated Experience	20%
Project Understanding	30%
Project Approach and Work Plan – Including Project Timeline	35%

Cost Proposal	15%
Total	100%

The City reserves the right to make selection without negotiation, solely on the written submittals. However, the City may elect to hold interviews with some or all respondents prior to a final section of the project contractor. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

PROJECT SCOPE OF SERVICES

PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS

I. SCOPE OF SERVICES

A. Project Objectives

1. The City of Carson Finance Department is seeking proposals for the professional consultation of the City's current Payroll Operations and other financial processing. These services will include attending and facilitating intra-City Working Group meetings, discussing with various departments as to the current operations, providing an overview of these operations, analyzing the current workflow, proposing incremental best practice changes and updates, and assisting the City with implementation as-needed.

B. Training for City Staff

1. The consultant will provide adequate training for the Finance and/or Human Resources staff, covering program operation, data collection, and system updates.

II. TASKS AND DELIVERABLES

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

- Facilitate in-person meetings with Finance Department, Human Resources Department, and other City Department deemed necessary for the successful completion of the scope
- Provide a detailed summary of finding of the current Payroll, or other Finance-related, operations
- Provide a detailed summary of best practice recommendations and efficiencies
- Review existing Administrative Rules and Procedures and provide recommendations and efficiencies.
- Conduct City Working Group Interviews
- Provide detailed finding and recommendations.
- Complete decision trees or workflows, flow charts, and document processes.
- Provide a draft Review Report/Executive Summary.
- Provide a final Review Report/Executive Summary

III. Review and Acceptance

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

IV. COST PROPOSAL

Cost Proposals shall include at least the following information: hourly rates for each classification/title that would typically be required, any additional applicable fees that would be applicable, and an overall project budget for the successful completion of the outlined scope.

V. SCHEDULE OF PERFORMANCE

I. Consultant shall provide a proposed schedule of performance, outlining the general requirements of

project of similar magnitude or scope.

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

APPENDIX A

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

(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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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.

For Reference Only

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:_____

_____

_____

For Reference Only

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.

APPENDIX A

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.

For Reference Only

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

APPENDIX A

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.

For Reference Only

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:

For Reference Only

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)

For Reference Only

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.

For Reference Only

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.

For Reference Only

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

APPENDIX B

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to ensure successful submission of your bid, please be sure to follow these steps:

1. Go to: https://pbsystem.planetbids.com/portal/32461/login

2. On the Vendor Portal page, log into the system (upper right corner of screen) with your assigned user name and password. You must be registered in order to download documents and submit a bid. (You do not need to be logged in to view an opportunity; only to participate in one).

3. Click on "Bid Opportunities" and then on the click on the Bid you wish to bid on. The selected bid will open to allow you to access all tabs, documents and the pricing sheet.

4. Click on the "Documents" tab to be sure you have downloaded all documents that are part of this bid.
   - If you have not already downloaded all bid documents, you must download all documents that are part of this bid. The screen will display "Downloaded" next to each file you have successfully downloaded.

5. Click on the tab "Addenda/Emails" to ensure you have read and acknowledged all addenda that may have been issued for this bid.
   - The screen will display "Yes" or "No" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open it and then on the "Acknowledge" button under each addenda listed.

6. To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid. You must accept this message every time you click "Place eBid"
   a. After the first acceptance of the Terms and Conditions message you will have to read and accept the PB System™ message. Please read carefully.

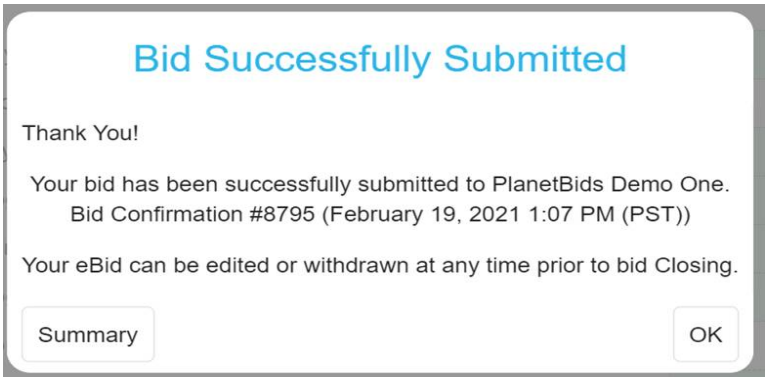
7. Complete each tab in the eBid submission area. The number of tabs available for completion may vary per project.
   a. Details tab: Enter the Name, Title, Phone and Email of the person submitting on behalf of your company. This person must have legal authority to submit a binding offer.
   b. eBid Instructions: View any notes from the City
   c. Attachments: Upload any required documents called for in the bid specifications, such as non-collusion certificates, bid bonds, reference lists, etc. Please check carefully to be sure you include all required documents
   d. Line Items tab: enter your unit prices and comments (if necessary) on each line. The system will calculate the extended costs and grand total for you. Unless specifically instructed in the bid documents, do not include sales tax in your unit prices, the City will add the applicable sales or use tax to the Purchase Order at the time of award.
   e. If a "Response" column appears on the "Line Item" tab, the "Response" column defaults to "yes". If you are bidding exactly what the bid specified, leave the response at "yes".

f. If the bid allows for alternatives, and you are bidding an alternate, but equal, item to that specified, you must indicate in the "Response" column by selecting "Alt" and entering a description of the alternate item in the comment section. You may attach more detailed specifications and information regarding the alternate on the "Attachment" tab previously mentioned.

g. If you are not bidding on a line item, please enter "NO" in the "Response" column and the system will enter "no bid" in the price column for that item. If you do not select "NO" for the line you do not wish to bid, the system will default the price to $0.00 and assume you are including this item at no cost (free of charge).

8. If you need to save your work and return to complete the ebid, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline.

9. When you are ready to submit your bid, click the "Submit" button. The PB System™ will validate to make sure you have completed all mandatory fields. Please read carefully any messages that appear. If you have successfully submitted you will receive a confirming message that looks like this:



Note: E-bids are sealed and cannot be viewed by the City until the closing date and time .f you need to withdraw your bid, you may do so at any time before the deadline, by going back to the ebid and selecting "Withdraw".

Alternates: If you wish to bid on the original specifications, as well as offer pre-approved alternates, which are not specifically listed on the "Line Items" page, you will need to attach your alternate (2nd) bid on a separate page in the "Attachment" tab of your primary bid, if allowed on the bid.

No Bids: If you decide not to submit a bid, the City requests you notify us as soon as you have made that decision and explain the reason you will not be bidding. You may do this in one of two ways:

- The preferred method is to go into the bid and on the "Prospective Bidders" tab, change your bid status from "Bidder" to "Non-bidder" and fill in the reason for not bidding in the field provided.

OR,

- You may opt to return the "no-bid" notification from the bid package to us by email.

APPENDIX B

IMPORTANT NOTE: Please begin entering your bid in sufficient time to complete and submit prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted and any bids in process that are not completed are rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid, number of attachments and the processing speed of your server and internet connections. All data must be fully transferred from your system to the ebid system before the deadline. Transfers not completed in time will be rejected. The City and PlanetBids are not responsible for your internet speed.

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No.: _____

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Signature	**Date**
Printed Name	**Title**

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of **_____ ("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids #_____**, dated **_____, 202__** ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section ____ ("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- ☐ General Liability
- ☐ Automobile Liability
- ☐ Worker's Compensation
- ☐ Professional Liability
- ☐ Pollution Liability

Other Insurance Provisions:

- ☐ Cyber Liability
- ☐ Crime Insurance
- ☐ Bonds

[PLEASE CHECK ALL THAT APPLY]

_____ _____

Name of Insurer [Print] **Name, Title [Print]**

_____ _____

Signature **Date**

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

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

CONSULTANT

By: _____

Title:
Date:

APPENDIX B

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 RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: _____

Title: _____

Date: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City Clerk's Office
RECEIVED
3-4-25

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-017 PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS*

BID OPENING DATE: *03/04/25* **TIME:** *11:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Esparza Consultants, LLC	Araceli Esparza	3/3/2025 1:03 p.m.	—		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials)

Staff Present: Elaine Bedwell (Print Legibly) _____ (Initials)

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ESPARZA CONSULTANTS, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 3rd day of April, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

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 ($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, unless otherwise provided in the City's purchasing ordinance. 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. Araceli Esparza, 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. William Jefferson, Finance 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) Commercial General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per

(a) Commercial 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. 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 and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, 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: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any 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 obligations set forth in this section shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the

Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value

of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials

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

[Signatures on the following page.]

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

CITY:

CITY OF CARSON, a municipal corporation

William Jefferson, Finance Director

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ESPARZA CONSULTANTS, LLC a California limited liability company

By:
Name: Araceli Esparza
Title: President/Manager

Address: 1321 Gillespie Street
Santa Barbara, CA 93101

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:

Consultant will provide payroll consulting services and assistance to the City of Carson. This will consist of providing an overview of current Payroll operations and proposing incremental best practice changes. Consultant will attend and facilitate the Intra-City Working Group meetings and create checklists for processes that include decision trees and flow charts. Consultant will then provide an Executive Summary of all findings and recommendations.

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

A. Meeting with Finance Department

Meet with the Finance and Human Resources departments to obtain a business review of the payroll operations, the proposed deliverables and determine future goals, vision, and a mutually accepted timeline for net set of deliverables. (Onsite meetings)

B. City Working Group Interviews, Findings and Recommendations

Consultant will attend and facilitate City working group meetings throughout the development and deployment of deliverables to tailor resources to the City's unique needs.

- Meet with stakeholders and identify issues with existing payroll processes.
- Establish guidelines and decision trees - focus on the result and guide staff through a series of questions and scenarios.
- Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.

C. Based upon input from the City working group, develop forms, create decision trees and flow charts and document processes.

D. Review, Report/Discussion of Executive Summary

Summary of findings of the current Purchasing operations and recommendations for best practices and efficiencies. Review Administrative Rules and Procedures and recommend possible changes based upon priority.

E. Final Revision of Executive Report, Data, Forms, Flow Charts per City Feedback

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

As directed by City's Contract Officer.

IV. All 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:

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	8	$150.00	$1,200.00
City Payroll Group Interviews, Findings and Recommendations	33.3	$150.00	$5,000.00
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	100	$150.00	$15,000.00
Create Report/Discussion of Executive Summary and Workflows	10	$150.00	$1,500.00
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	5	$150.00	$750.00
General Consultation as needed	7	$150.00	$1,050.00
Total			$24,500.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all 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 $24,500.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform and complete all Services within thirty (30) days following issuance of Notice to Proceed by City's Contract Officer.**

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

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant"), is effective as of the 7th day of 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 April 3, 2025 ("Agreement"), whereby Consultant agreed to provide City payroll consulting services and assistance including conducting an overview of current Payroll operations and proposing incremental best practice changes, for a not-to-exceed Contract Sum of $24,500.00 for a one year term expiring April 2, 2026.

B. The Contract Sum will need to be increased by $49,495.00 due to a need to extend the Term by four additional years.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum to $73,995.00 and extend the Term to April 2, 2030.

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:

> "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 (***$73,995.00***~~24,500.00~~) ("Contract Sum")."

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

> "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*** ~~one~~ (***5***~~1~~) year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby

amended to read in its entirety as follows:

See attached.

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:

Kourtney 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]

CONTRACTOR:

ESPARZA CONSULTANTS, LLC a California limited liability company

By:
Name: Araceli Esparza
Title: President/Manager

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]

CONTRACTOR:

ESPARZA CONSULTANTS, LLC a California limited liability company

By: _____
Name: Araceli Esparza
Title: President/Manager

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

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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: _____

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- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	***288***	$150.00	***$4,200.00***~~$1,200.00~~
City Payroll Group Interviews, Findings and Recommendations	***78.***~~333.3~~	$150.00	***$11,745.00***~~$5,000.00~~
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	***290***~~100~~	$150.00	***$43,500.00***~~$15,000.00~~
Create Report/Discussion of Executive Summary and Workflows	***35***~~10~~	$150.00	***$5,250.00***~~$1,500.00~~
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	***20***~~5~~	$150.00	***$3,000.00***~~$750.00~~
General Consultation as needed	***42***~~7~~	$150.00	***$6,300.00***~~$1,050.00~~
Total			***$73,995.00***~~$24,500.00~~

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all 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 *$73,995.00* ~~$24,500.00~~, as provided in Section 2.1 of this Agreement.

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AN AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES TO PROVIDE PROFESSIONAL AUDIT AND ANALYSIS OF THE CITY'S SALES, TRANSACTIONS AND USE TAX RECORDS. (CITY COUNCIL)

I. SUMMARY

The City of Carson ("City") has thousands of businesses that remit sales tax through the California Department of Tax and Fee Administration (CDTFA). To ensure accurate reporting and protect this vital revenue source, the City utilizes consulting services to audit and monitor sales and use tax activity.

On January 22, 2026, the City issued Request for Proposals (RFP) No. 26-010 for sales and use tax consulting and audit services. The solicitation closed on February 26, 2026, with one responsive proposal received from Hinderliter, de Llamas & Associates (HdL), a firm specializing in municipal sales tax services.

Staff recommends that the City Council approve an agreement with Hinderliter, de Llamas & Associates to provide these services in an amount not to exceed $800,000 over a five-year term. These services are expected to enhance revenue oversight and identify potential unreported or misallocated sales tax.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE contract for professional services with Hinderliter, de Llamas & Associates for sales and use tax consulting and audit services for a total amount not to exceed $800,000, for a term of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

Take another action the City Council deems appropriate

IV. BACKGROUND

To ensure the accurate remittance of sales and use taxes and to safeguard one of the City's most significant revenue sources, the City of Carson ("City") contracts with a third-party consultant, Hinderliter, de Llamas & Associates (HdL), to provide specialized sales and use tax consulting and audit services.

HdL's current agreement with the City is set to expire on May 17, 2026. In order to maintain continuity of these critical services, the City issued Request for Proposals (RFP) No. 26-010 for Sales and Use Tax Consulting and Audit Services through PlanetBids on January 22, 2026. The solicitation period closed on February 26, 2026, and one responsive proposal was received from HdL.

The City has maintained a professional relationship with HdL for over ten years. During this time, HdL has provided a wide range of services including sales tax forecasting, revenue analysis, taxpayer data review, and auditing of businesses to ensure accurate reporting and proper allocation of sales tax. These services have been instrumental in identifying misallocated or underreported revenues and enhancing the City's ability to monitor and project its sales tax performance.

HdL maintains the largest privately held sales tax database in California and provides services to over 400 public agencies, including the cities of El Segundo, Huntington Beach, Torrance, and Long Beach. Their extensive database, analytical tools, and proprietary software systems enable the City to receive detailed, accurate, and timely reports. Additionally, HdL's technology allows for efficient cross-referencing of business license data, which has assisted the City in identifying previously unregistered or non-compliant businesses operating within its jurisdiction.

Continuing these services is critical to maintaining strong financial oversight, improving revenue accuracy, and supporting informed fiscal decision-making. Based on HdL's experience, performance, and familiarity with the City's operations and tax base, staff recommends that the City Council approve an agreement with Hinderliter, de Llamas & Associates to provide sales and use tax consulting and audit services.

V. FISCAL IMPACT

There is no additional fiscal impact. Total appropriation is available within the Finance department budget of General Fund. Auditing services costs have been budgeted from account 101-60-640-101-6004 in the current fiscal year and will continue to be budgeted in future fiscal years.

VI. EXHIBITS

1. HdL Companies Proposal
2. RFP 26-010 - Sales Tax
3. Hinderliter, de Llamas & Associates Agreement

Attachments

HdL Companies Proposal.pdf
RFP 26-010 - SALES TAX.pdf
Hinderliter, de Llamas & Associates Agreement.pdf

City of Carson

Proposal for Sales and Use Tax Consulting and Audit Services

RFP No. 26-010

February 26, 2026

HdL Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlccompanies.com

CONTACT
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SEPARATE ATTACHMENTS – Please see separate uploads for these documents.

- ✓ COST FILE
- ✓ REQUIRED ATTACHMENTS

HdL Companies

40 Years of Growing Revenue

February 26, 2026

Josilla Togiola, Purchasing Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

Dear Ms.Togiola,

HdL Companies (HdL) is pleased to submit our proposal for ***Sales and Use Tax Consulting and Audit Services*** for the City of Carson. It would be an honor and privilege to continue to serve you.

As you consider continuing your journey with us, rest assured you will receive the same refreshing customer experience, unmatched service delivery, and unparalleled revenue recovery that our 900+ city, county, and special district clients from across the nation enjoy every day. You can rely on us to understand your needs, deliver on our promises, and thoughtfully serve your business community. HdL is an S-Corporation, registered in the State of California. HdL has provided sales and use tax services to the City since 1991 and welcomes the opportunity to continue to provide these revenue management services to the City. HdL has recovered over $45,000,000 for the City through calendar year 2024. That represents a return of 1,267% on all fees paid to HdL since the beginning of the contract with the County.

You can look forward to our:

- Relevant, timely and ongoing staff support by a team with decades of direct experience in municipal finance and budgeting, economic development and maximization of revenues.
- Technology-driven resources for data analysis and reporting capabilities, providing immediate and convenient access tothe most up-to-date tax and fee information.
- Expertise, analysis, recaptured revenues, and precise budget forecasts to maximize your revenue streams.
- Reliable continuity of service by an employee-owned firm staffed with experienced, happy professionals.

Our contact information is:

HdL Companies, 120 S. State College Blvd., Suite 200, Brea, CA 92821
Phone: 714.879.5000 Website: hdlcompanies.com

The firm does not have any conflicts of interest that would impair our ability to perform our work objectively and in the City's best interest. We look forward to serving you. Please call if you have any questions or need additional information. I can be reached at 714.879.5000 or by email at anickerson@hdlcompanies.com. I am authorized to legally bind agreements for HdL.

Sincerely,

Andrew Nickerson
President/CEO

COMPANY PROFILE

Firm Description

HdL Companies

FOUNDED 1983

HdL was established in 1983 to maximize local government revenues by providing allocation audits, analytical services, and software solutions to local governments. The firm provides municipal revenue solutions for sales, use and transaction tax, business license tax, lodging tax, , cannabis tax and various other locally administered taxes. HdL developed California's first computerized sales tax management program and was responsible for securing legislation (AB 1611) that allowed independent verification of state allocations.

HdL maintains the largest privately held sales, property, and business tax databases in California. This proprietary database serves as the base for identifying emerging economic trends and developing budget projections that take those trends into account. This highly enhanced database includes 35+ years of the City of Carson's sales tax history and serves as the base for identifying emerging economic trends and developing budget projections that take those trends into account. HdL's systematic and coordinated approach to revenue management, tax administration and economic data analysis is currently being utilized by over 900 agencies nationwide.

Honoring the Past. HdL grew out of local government. Its founders, a legendary city manager and distinguished finance director, founded HdL to protect cities against revenue losses and decisions based on limited data. In a convincing demonstration of their enduring commitment to the profession they love, they converted HdL to an employee-owned company when they retired from HdL. Not only does their foresight insulate our client-first, resident-focused culture from market whims that so easily steer other companies toward market expectations and away from client needs, but also creates a culture of personal responsibility and caring. This simple-yet-powerful protection inspires our staff to remember our roots as they operate and innovate on your behalf.

Thriving in the Present. HdL has carefully assembled a distinguished team of elite professionals from the highest ranks of local government and the private sector to recapture leaking revenue, expand access to data, and optimize local tax structures and revenue.

Seizing the Moment. For the last 40+ years, HdL has been in a continuous cycle of pioneering and then evolving the art and industry of local tax discovery, compliance, and administration services. As a result, HdL's 900+ local government clients are better funded, more informed, and better prepared for and more confident about the future. There is no better time to take advantage of unparalleled expertise and experience at the best cost-value ratio.

Protecting Your Future. Most of HdL's revenue management service clients realize new revenues exceeding the cost of the program, which means you would optimize your tax revenue while receiving additional services effectively at no cost.

General Information

HdL has offices in Brea and Fresno, California as well as offices in Texas and North Carolina. With a staff of over 275 employees, the staff for this project will work out of our Brea headquarters.

Corporate Headquarters

HdL Companies, 120 S. State College Blvd., Suite 200, Brea, CA 92821
Employee Count: HdL has 60+ employees at this facility.

HdL has grown to over 275+ nationwide and is proud to be 100% employee-owned. HdL empowers each employee-owner to fulfill our mission of helping local government agencies increase revenues, gain actionable insights, maintain regulatory compliance, and operate more efficiently.

HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the State Association of County Auditors, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues and monitoring of legislative actions which impact local governments.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

PROPOSER QUALIFICATIONS

Experience

HdL is uniquely qualified to deliver our high-quality solutions to the City and its business community in the areas outlined in this proposal. Our commitment to innovative solutions and quality customer service is highly valued by our clients, as demonstrated by our 99% client retention rate and the over 75 California municipalities who have switched to HdL from other service providers. Recent converts include the cities of Long Beach, Ontario and San Diego, three of the 10 largest cities in California by sales tax receipts.

HdL currently provides sales and use tax audit and consulting services to 400+ cities and counties and 400+ Transaction Tax Districts throughout California. This deep industry knowledge allows HdL's staff to identify and correct, in a business friendly and timely manner, complex reporting errors involving retailers, distributors, contractors, processors and manufacturers engaged in "business to business" and e-commerce sales in Carson and throughout Los Angeles County.

HdL's Tax and Fee Administration (TFA) services are a collaborative effort with the City. These services are crafted from a local government perspective and delivered with a focus on high quality customer service and education centric compliance activities. City management, staff, and the business community benefit from HdL's expertise and online capabilities, while the City is freed from the daily burden of revenue management while still retaining control over the process. The firm currently supports over 300 municipalities with tax and fee administration solutions, including business license tax, transient occupancy tax and short-term rentals services.

The firm currently provides revenue management services to 82 of the 88 incorporated cities in Los Angeles County and the County itself.

Understanding of the City's Need's

HdL has provided sales and use tax services to the City since 1991 which provides both a historic perspective of the City's needs and a vision into the future. HdL recognizes that City needs a firm to provide a comprehensive solution for administrative, analytical and reporting services to maximize the City's revenue streams. HdL can meet and exceed the expectations set forth in the City's RFP. We have the financial stability that the City expects from its vendors. The firm continues to grow and now has a nationwide presence.

The HdL Advantage

Exceptional Personnel: The HdL team is vested in your success. We are 100% employee-owned and view yoursuccess as our success. Many of our key employees have previously served local government agencies in positions of management, and have extensive experience in economic development, finance and revenue collection. We use a team approach so that there is always someone available to take your questions during our normal business hours of 8:00 am – 5:00 pm.

Comprehensive Audits: HdL has the largest database outside of the CDTFA which allows for a comprehensive look at revenue collections statewide. This advantage coupled with the HdL's advanced technology and processes consistently findsallocation errors and revenue opportunities often missed by other firms.

Accurate Forecasting: HdL has developed a comprehensive, detail-oriented method for projecting and monitoringclient sales and use tax revenues that has proved to result in estimates that fall within 2% of actual receipts two-thirds of the time.

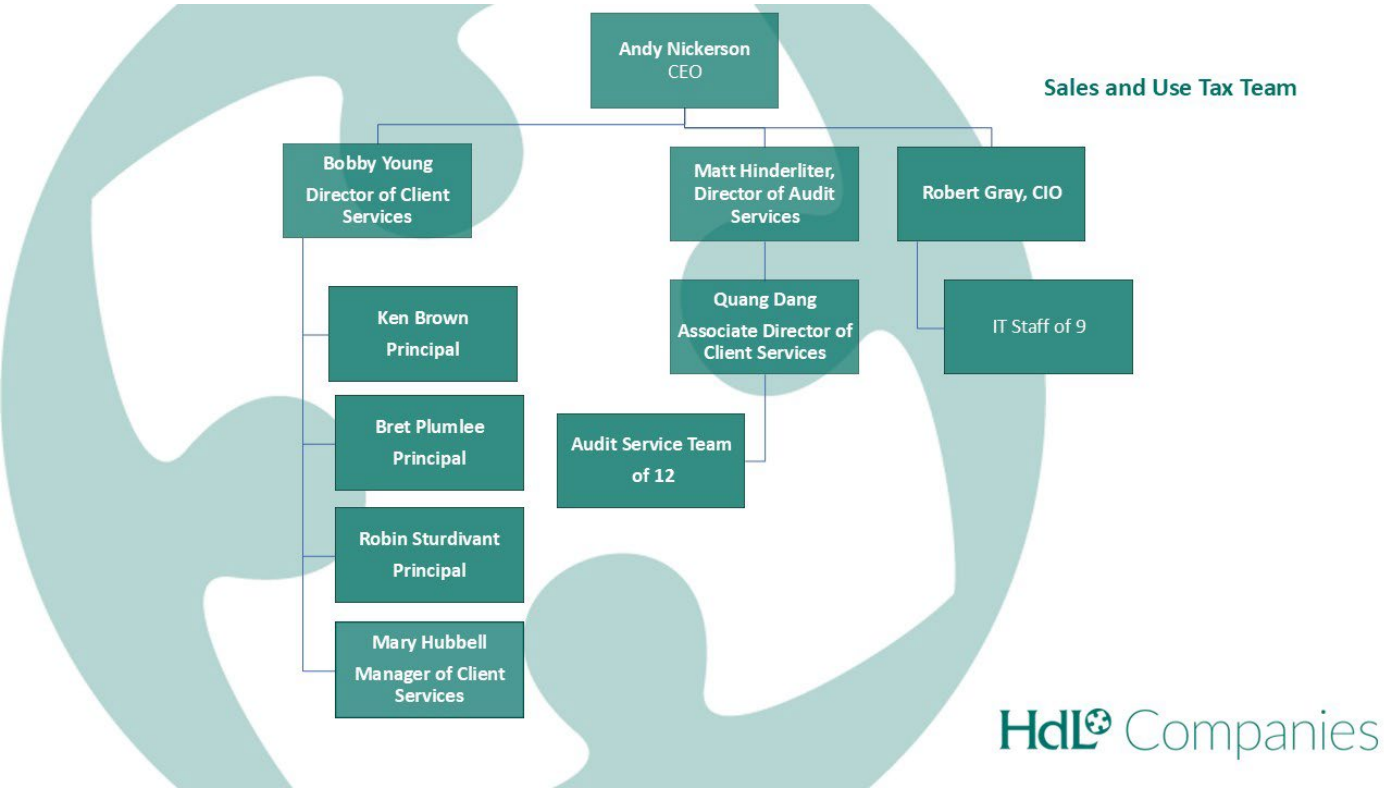
Insightful Reports and Timely Services: HdL's analysis is done in context with the surrounding market region to better identify retail trends, voids and opportunities. The service includes a custom non-confidential newsletter that can be shared with the Council and community. The firm's sophisticated economic support program provides special reports and data to assist the City in monitoring and leveraging existing economic development programs, identifying new revenue opportunities and maximizing use tax revenues.

Easy-to-Use Software: Our web-based sales tax application is user-friendly and offers clients immediate accessto current and historical sales tax data. The application allows for easy printing of reports and data export to other systems or programs. Quarterly reports are available on the website within 5 days of receiving the Quarterly Data Report from the CDTFA.

KEY STAFF AND TEAM

Team of Experts

Please find our proposed organizational structure for the City of Carson below.



HdL's President/CEO Andrew Nickerson will serve as the Project Manager for the City of Carson for these services.

Andrew Nickerson – President/CEO

Years of experience in delivering revenue management services to local governments | 31

Mr. Nickerson possesses over 30 years of experience working with cities, counties and special districts on programs to enhance tax revenues, ensure regulatory compliance and provide accurate revenue forecasting and financial planning. Throughout his career, he has been instrumental in guiding market expansion and new product development for the HdL Companies. In his tenure as President/CEO, Mr. Nickerson has led this employee-owned company from an established regional firm to a multi- state, multi-service corporation admired for its commitment to quality and client service. With a broad range of experience in leadership, finance, public policy, and taxation, he is a trusted adviser to local government leaders andis known for possessing high standards for responsiveness, accuracy and integrity. Throughout his career, he has been involved in various municipal organizations including The League of California Cities, California Society of Municipal Finance Officers, State Association of County Auditors, California State Association of Counties, Texas Municipal League and Government Finance Officers Association. Mr. Nickerson earned a Bachelor of Science degree (Finance & Real Estate Law) from California State Polytechnic University, Pomona.

Project Teams

HdL has carefully assembled a distinguished team of elite professionals from the highest ranks of local government and the private sector to recapture leaking revenue, expand access to data, and optimize local tax structures and revenue. **HdL will inform the City should there be any changes to designated personnel.**

SALES, USE AND TRANSACTIONS TAX ANALYSIS TEAM

Client Services

Our Director of Client Services and a management analyst will provide the City with sales tax, budget and revenue management services. The team will advise the City on economic development opportunities, including analyzing the City's sales tax data for presentations and preparing sales, use and transactions tax revenue estimates of various terms up to five years. The Director will also meet with City staff each quarter to present the City'squarterly reports and address any issues or concerns. Providing these services to the City are:

Bobby Young – Director of Client Services
Years of local government experience | 20
Years of experience delivering revenue management services to local government experience | 10

Mr. Young has over 20 years of local government experience. As HdL's Director of Client Services, he leads the team in developing reporting advancements and efficiencies for clients along with providing meaningful presentations regarding both Sales Tax and Transaction Tax Districts. Prior to joining HdL, he served the City of Costa Mesa for 13 years, the last 5 as Finance Director. During much of his tenure, he led the City's strategic financial planning and decision making and fulfilled the duties of City Treasurer. He has also spent time as an external auditor of government and non-profit entities specializing in assessment and documentation of internal controls and annual review and preparation of client's Comprehensive Annual Financial Report (CAFR).

He has been an active member in municipal affairs with both the Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO), and holds a bachelor's degree from California State University, Fullerton in Accounting.

Ken Brown – Principal
Years of local government experience | 18
Years of experience delivering revenue management services to local government experience | 8

Mr. Brown has over 18 years of public sector experience, most recently as the Director of Administrative Services for the City of Irvine. In this role, he was responsible for overseeing development of Irvine's long-term Strategic Business Plan where his experience in forecasting was included as a case study in the Government Finance Officers Association (GFOA) book Informed Decision-Making through Forecasting: A Practitioner's Guide. Prior to Irvine, he developed his budget experience at a California transit district. Mr. Brown holds a Master of Business Administration from San Diego State University and a Bachelor of Arts degree from California State University Humboldt. He has been active in municipal affairs at regional and state levels and served as Chair of the Professional Standards and Recognition Committee for the California Society of Municipal Finance Officers Association. He also served on a steering-committee that refreshed the curriculum for GFOA's national training program on Long-Term Financial Planning, a class he has helped teach in several locations throughout the country.

Bret Plumlee – Principal

Years of local government experience | 35

Years of experience delivering revenue management services to local government experience | 6

Mr. Plumlee has over 35 years of public sector experience, most recently as City Manager for the City of Los Alamitos. He brings a wealth of knowledge of municipal finance, management, and budgeting to his role as Principal at HdL. Prior to Los Alamitos, he served as City Manager for the City of La Puente, Assistant City Manager of La Quinta, Director of Administrative Services for the City of El Segundo, Finance Director for the City of Rolling Hills Estates, and Assistant Finance Director at the City of La Mirada. While working in those cities, Bret participated in quarterly meetings with HdL as a client. Mr. Plumlee holds a Bachelor of Arts Degree in Economics from the University of California, Irvine and a Bachelor of Science Degree in Accounting from California State University, Long Beach.

Robin Sturdivant – Principal

Years of experience delivering revenue management services to local government experience | 30

Ms. Sturdivant has been with HdL for 30 years and performs sales tax analysis, conducts quarterly client briefings, and prepares sales, use and transactions tax revenue estimates. She works with both clients and taxpayers to provide training and assistance on complex sales, transaction and use tax allocation issues. Ms. Sturdivant is responsible for high level appeal cases including research, analysis and preparing legal briefs. She represents HdL clients at Legal Department Appeals Conferences and hearings in front of the panel of judges that comprise the Office of Tax Appeal. Robin is the main point of contact between HdL and the California Department of Tax & Fee Administration's Legal Department and the State's Office of Tax Appeal.

Audit Services

Our Director of Audit Services and Associate Director of Audit Services have over 45 years combined experience auditing local tax, place of sale and CDTFA administrative issues. The firm has continually adapted to legislative changes, CDTFA regulation changes, and technological advances and will utilize these tools for the City. HdL has an audit team of 14 staff members in place that is very well trained and familiar with the state regulations and guidelines concerning tax reporting for the City.

Matt Hinderliter – Director of Audit Services

Years of experience in delivering audit services to local governments | 33

As Director of HdL's Audit Service team, Mr. Hinderliter is responsible for ensuring that the company's clients suffer no missed opportunities for revenue recovery or enhancement. Mr. Hinderliter joined the firm in 1990 after receiving his Bachelor of Arts degree in Business Administration from California State University, Fullerton. During his over 30-year tenure Mr. Hinderliter has been instrumental in the development of HdL's multi-dimensional audit program, which includes extensive in-house data mining and web- based analysis combined with thorough field surveys. He is the author of a comprehensive audit training manual, including in-depth information concerning complex point of sale issues and regular updates regarding proposed changes in legislation and regulations. As Director Mr. Hinderliter maintains a personal and team commitment to accurate audit findings, business friendly taxpayer outreach, and to ensuring that HdL's audit programs remain at theindustry's leading edge through continuous innovation and improvement.

Quang Dang – Associate Director of Audit Services
Years of experience in delivering audit services to local governments | 15

Mr. Dang is the lead analyst for the audit services team. He works closely with the Director of Audit Services on operational and management aspects of the team, supervises and trains audit team members and is a principal liaison with CDTFA Allocation Group staff. Mr. Dang holds a Bachelor of Science degree from California State University, Fullerton.

Production Services Team

Our Production Team ensures that the data from the CDTFA is processed in an accurate and timely manner and is available to the City on our sales tax web application. The team is responsible for running the reports that are delivered at the quarterly meetings with the City staff, as well as processing any special report requests. In addition to the Manager of Production, we have 5 members in this department to assist the City with these tasks.

Mary Hubbell – Manager of Production Services
Years of experience in delivering revenue management services to local governments | 8

Ms. Hubbell supervises the conversion of the California Department of Tax and Fee Administration sales tax data to HdL's proprietary software and its subsequent translation into various client reports. She assists with client technical support and is responsible for the production of client newsletters and reports. Ms. Hubbell received a Bachelor of Science degree in Administration and Marketing from the University of Arizona.

PROJECT UNDERSTANDING

Goals and Objectives

The objective of this proposal is to ensure that the City of Carson continues to receive its maximum share of the sales, use and transactions tax generated by its business community and that it possesses the tools and support to generate additional revenues through improved collection of other revenue sources and through more informed economic development. HdL conducts a continuous, systematic program of identifying and correcting sales, use and district tax errors on behalf of its clients. The Company's services go beyond revenue recovery by using its databases and expertise to help clients expand their revenues by identifying economic voids; finding local companies that can restructure the way orders are taken to increase local sales tax revenues; ascertaining opportunities for expanding use tax from construction projects; seeking prospects for direct payment permits and purchasing corporations and by providing staff expertise to support a proactive and effective approach to short and long term fiscal and economic planning.

HdL maintains the LARGEST privately held sales, property and business tax databases in California.

The firm constantly improves and enhances the California Department of Tax and Fee Administration (CDTFA) raw registration data by correcting addresses and business names, differentiating brick and mortar retailers from business-to-business and online taxpayers and adding new business classifications to better identify emerging trends and economic opportunities. This highly enhanced database includes over 35 years of sales tax history and serves as the basis for identifying emerging economic trends and developing budget forecasts that take those trends into account.

The database also includes constantly updated registration data for every seller in California, allocation data for 523 of the state's 540 agencies and over 400 transactions tax districts, business license data for over 1 million businesses, property tax data for every jurisdiction in the 38 largest California counties, a constantly updated automated telephone directory for all of California and thousands of business contacts developed through decades of audit and business development activity.

HdL monitors an annual tax base of over $5.0 billion encompassing incredibly complex industrial, e-commerce, inventory/delivery, and out-of-state sales and use tax issues. The Company submits an average of 5,000 errors for correction each year with a total value generally ranging from $40 million to $50 million. To date, HdL has recovered more than $4 billion in new tax revenues for client agencies.

Comprehensive sales tax allocation audits depend on access to large, complete, and well-structured sales tax data sets. Most allocation errors cannot be identified without visibility into statewide data; they emerge through patterns that only become visible when record volumes are sufficiently broad.

Large data sets allow auditors to analyze sales tax allocations across jurisdictions, business tax types, and transaction types. This scale is essential for identifying systemic issues such as jurisdictional boundary errors, incorrect sourcing rules, and incorrect allocations on out-of-state purchases. Without a robust volume of data, these issues may appear statistically insignificant or remain entirely undetected.

Comprehensive data coverage also enables meaningful trend analysis. By evaluating multiple reporting periods, auditors can distinguish one-time anomalies from recurring compliance risks and validate the consistency of allocation methodologies over time. ***Smaller samples increase the risk of false positives or understated findings, limiting the audit's overall effectiveness.***

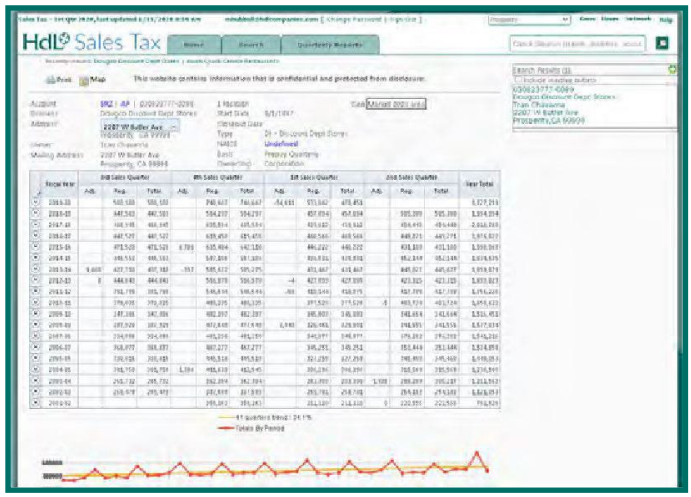
Sales and Use Tax Services

Sales and Tax Database and Reports

HdL will provide City staff with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. The system allows City staff to search, print and export sales tax data for a variety of financial, management and planning functions. The system provides the ability to search all sales tax producers by business name, address, CDTFA account number and current and historical sales tax allocations.

The web application also provides access to archived quarterly sales tax reports. Data is easily queried and exported to either comma delimited or native Excel formats, allowing for convenient use with applications in the Microsoft Office suite. The web application is accessible from all major operating systems, internet browser platforms, and device types (laptop, tablet, PC, mobile).

HdL's geo-area feature supports use of address ranges, which ensures the inclusion of all CDTFA registrations and allows City staff to create and modify geo-areas without a separate GIS system. HdL also supports interfacing with the City's GIS by including accurately geocoded latitude and longitude for each business. The database includes historical allocation information and can be quickly exported by City staff on demand. Additionally, City created shape files can be used to define Geo-areas. ***Training in the use of the software and ongoing upgrades is provided at no additional charge.***



HdL will provide City staff with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. The system allows City staff to search, print and export sales tax data for a variety of financial, management and planning functions. The system provides the ability to search all sales tax producers by business name, address, CDTFA account number and current and historical sales tax allocations. HdL will also provide the City with a historical history of new revenue discovered vs. fees charged to the City.

Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments and are necessary for any revenue sharing agreements that the City might have in place. Adjusted reports shift payment aberrations (double-up payments, CDTFA audit adjustments, etc.) into the quarter where the sales occurred to accurately show the City's true economic trends. The quarterly sales tax data will be presented in reports for major sales tax producers by both rank and category, analysis of sales tax activity by category, business or areas specified by the City. HdL's quarterly sales tax reports include a listing of top sales tax producers and comparisons with both regional and statewide trends. Retailer information is provided in grouped form or in business-by-business detail.

Since our database can be accessed remotely, City staff have access from their home office, on their schedule. The database is user-friendly and allows staff to easily query data needed through a variety of reports and can be exported to Microsoft Suite applications. HdL's services are superior to other vendors because the firm provides analysis done in context with regional market areas, countywide and statewide trends to better monitor and compare the City's economic performance by business category. A non-confidential newsletter is included to support management's efforts to inform and engage the public.

Economic Benefits to the City

When properly refined and organized, sales tax data analysis is an important tool for strengthening and expanding local economies. The data shows companies that are growing and may need expansion space and should be contacted as part of an agency's business retention program.

When broken out geographically, the data produces patterns of industries that potentially share common customers, suppliers, technology and labor and therefore offer opportunities for attracting new businesses. The data further exposes retail areas that may be over saturated in some retail segments while also identifying voids and opportunities for additional retail development. Although numerous companies and agencies use the CDTFA's published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL performs data validation and scrubbing techniques on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from "business to business" suppliers and on-line retailers.

The company further creates and groups businesses into additional categories and classifications, not provided by the CDTFA, to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to compare the impact of trends more accurately in their jurisdiction with state and regional trends. On a regional basis, it also allows for the identification of true economic voids and opportunities to expand the City's tax base. Accurate addressing allows for improved performance monitoring and comparison of specific economic areas such as shopping centers, downtown districts and auto malls with similar projects throughout California. In addition to using our large database, HdL's principals leverage their experience analyzing client data throughout California to identify new trends and developments that might help other clients. The service includes analyses to identify retail voids and opportunities and an annual publication of retailers seeking expansion in the region and state.

Transactions Tax Analysis and Reporting Services

The following services would be performed by our team of sales tax principals, production team and assisted by our IT department.

Reports, Transactions Tax Website and Training

Within one week of receiving new quarterly data, HdL staff will import the City's detailed transactions and use tax data into its web-based sales tax system to facilitate analysis and report preparations. The system allows City staff to search, print and export their transactions and use tax data for a variety of financial, management and planning functions. The firm provides the ability to search transactions tax producers by business name, address, CDTFA account number and current and historical allocations. The archived quarterly transactions and use tax reports can also be accessed through the online application. Training on use of the web-based application and ongoing upgrades are provided at no additional charge.

Quarterly transactions tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments while adjusted reports accurately provide economic trending data. HdL will provide reports on major tax producers and total tax receipts as requested.

The data will be presented in reports for major tax producers, by both rank and category, analysis of tax activity by category and business, district or specific areas that the City of Carson has specified, analysis of reporting aberrations and per capita and by number of outlet comparisons. Additional quarterly reports will include reports by major retail outlets, business category, geo area growth and decline comparisons, historical revenue tables and top 100 taxpayer listings.

The firm's quarterly analysis is done in context with regional market, countywide and statewide trends to better monitor and compare the economic performance by business category and geographical area. A non-confidential newsletter is included to support management's efforts to inform and engage the public.

Unlike the Bradley-Burns Uniform local tax which is allocated basically to the "Point of Sale", transactions taxes are to the extent possible collected and allocated only to those residing or physically located within the Agency levying the tax. The difference often creates confusion and difficulties in projecting revenue trends. HdL's reports are designed to overcome these problems and provide clients with accurate revenue projections and planning forecasts.

Economic Analysis

Although numerous companies and agencies use the CDTFA's published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL scrubs the data on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from "business-to-business" suppliers and on-line retailers.

The company further creates and groups businesses into additional categories not provided by the CDTFA to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to more accurately compare the impact of trends in their jurisdiction with state and regional trends.

In addition to a comprehensive database, HdL's principals use the intelligence gleaned from quarterly sales tax meetings with over 350 agencies to identify new trends and developments that might help other clients. The firm's bi-weekly Headlines e-news service is included to keep clients informed of trends and developments that may impact individual and regional economic strategies and goals.

Budget Projections and Monitoring

HdL has developed a comprehensive, detail-oriented method for projecting and monitoring transactions tax revenues. The state's economic base is divided into seven major economic segments. Initial and mid-year projections are made for each category by eliminating payment aberrations and including recent revenue impacts such as newly opened or closed businesses.

HdL also incorporates information gathered from over 90 industry sources and from its quarterly client meetings across the state of California; the results are combined into a single estimate of anticipated revenue. HdL's historical approach, which has been well-received by its clients, has been to provide each client a single "most-likely" budget estimate and to stand-by that budget projection, explaining variances when they occur. HdL has an excellent track record in supporting its clients in this way and of providing accurate estimates.

HdL further enhances its projections by contacting builders of large-scale development projects to determine the estimated timing and value of potential construction related revenue in its estimates. Three-year and five-year forecasts are also provided.

Management Support

HdL will establish a consistent liaison with City of Carson coordinator and define logical checkpoints for reviewing progress towards the agreed upon objectives. Each quarter, a principal of the firm will analyze the City of Carson transactions and use tax data in detail and meet with appropriate officials to review trends and make recommendations regarding the economic and budget implications of that quarter's data.

HdL serves as "on-call" staff to provide transactions and use tax estimates for proposed projects and prepare budget projections. When requested, principals also meet with committees of the Board to explain transactions tax regulations and their importance to the City of Carson's tax base.

HdL maintains close and positive relationships with CDTFA Board Members and staff to quickly resolve policy issues unique to individual clients. The firm also advocates regulation and legislative changes when they are of benefit to all HdL clients. Examples are the firm's work in the change of allocation of "use tax" for major construction projects, securing an Executive Order from the Governor to allow publishing of top taxpayers in public documents and the introduction of the problem of "point of sale" for warehouses to the CDTFA.

Allocation and Audit Recovery Services

HdL will deploy a series of proprietary techniques, developed and refined by 40 years of performing local allocation audits, to detect, correct and recover misallocated revenue for the City of Carson. The audit team's goal is ***No Missed Opportunity*** for revenue recovery or enhancement. When errors are found, HdL staff will promptly file claims for their corrections following the procedures and guidelines codified in CDTFA Section 35056. Thereafter, HdL will work diligently with CDTFA staff to ensure prompt recovery of all escaped revenue. Using confidential taxpayer records as authorized by Revenue and Taxation Code Section 7056, HdL will identify and correct errors that result in underpayments of tax to the City.

The firm will employ a series of analyses, comparisons with other data sources and physical field canvassing to find, document and submit for correction all taxpayer errors that result in lost City revenue or could result in lost revenue in the future.

When errors are identified, HdL staff will promptly file claims for their correction following CDTFA procedures. Thereafter, HdL will work with CDTFA to ensure the prompt recovery of all escaped revenues. Documentation of errors will be regularly provided to the City. In conducting these activities on behalf of the City, HdL will provide reports that accurately depict the City's sales tax base, use tax collections and revenues. All reports, graphs, tables and revenue forecasts are designed to enhance the City's capacity to plan for, expand and manage its sales and use tax revenues. Reports identifying and comparing the retail composition of various sub-geographic areas of the City will also be provided.

To achieve the highest audit and recovery results, HdL employs the following audit techniques and programs.

Identification of Errors and Revenue Maximization Opportunities

Field Surveys: Field inventories of the City's business and industrial areas are conducted to identify businesses located within the City that appear to be under-reporting revenues or are not on the CDTFA allocation rolls. Specially trained field auditors, using the latest in mapping, GPS and digital recording technology, document not only the existence of sales tax producing businesses but also any relevant factors such as size, presence of a large stock of goods, will-call windows and any specific references to sales activity. This process identifies a wide range of registration errors including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location and delays in reporting new outlets.

Area Code (TAC) Review: HdL reviews every active account on the CDTFA's allocation rolls reporting $50 or more in local tax to ensure proper TAC assignment. Government and private sector property tax mapping and GIS databases are used extensively in this process. These programs are important because physical canvassing will not reveal businesses with missing or incomplete signage, or those that are home-based. A complete TAC review is performed at least once every 3-6 months.

Deviation Assessment: Each quarter, HdL applies proprietary queries and analyses to its statewide allocation database to identify all accounts for which there has been a substantial change in allocation pattern. HdL's database, unmatched in size, comprises over 99.8% of all sales and use tax transactions in California and allows for the most comprehensive audits in the state. The review is applied to direct allocations and to the county pools and allows for a much broader view and understanding of what has happened in any given quarter. Well-founded leads are quickly extracted from this process, often without the need for time-consuming manual reviews of taxpayer files. This allows for faster processing and less time used for preparing submittals. This in turn lowers recovery fees by reducing the amount of prior quarter revenue requiring redistribution.

Use Tax Errors and Opportunities: HdL analyzes the use tax allocation pools of the 58 counties and the state each quarter to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Further specialized reviews and techniques are employed to identify direct allocation opportunities of local use tax. CDTFA Regulation 1802(d) allows for direct allocation of local use tax on qualifying individual sales or purchases over $500,000. Out-of-state and foreign-based companies often have large transactions that meet the criteria for direct allocation under this section. Under Regulation 1699.6, businesses and organizations (including local government agencies) with aggregate purchases subject to use tax of least $500,000 per year can apply for a Use Tax Direct Payment Permit, allowing for direct allocation of the corresponding local share. Finally, under a resolution adopted in December 1994, a construction contractor who enters into a contract equal to or greater than $5,000,000 may elect to obtain a sub-permit for the jobsite resulting in a direct allocation of local use tax to the jurisdiction where the jobsite is located.

Regulation 1699 Evaluations: CDTFA Regulation 1699 controls when and where a permit should be issued to a given business location. Wholesalers, contractors, processors, manufacturers, and other non-retail businesses that do not normally sell merchandise often conduct occasional sales, self-accrue use tax or are levied deficiency assessments by the state. HdL uses proprietary methods for finding companies that should be taking out permits so that those revenues are allocated to the City.

Monitoring and Recovery of Misallocated Revenue

Development of Correction Data: Preliminary lead lists developed through the audit programs are further refined using a variety of programs and databases to reduce the need for taxpayer contact. Companies remaining in the audit database are then contacted by a specialized audit team whose members are specifically selected and trained to interview tax preparers and marketing, warehouse and management staff. ***Taxpayer interviews are always conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality.***

Documentation: Telephone contacts are often accompanied by a written follow-up questionnaire concerning business activities, a specific one-time transaction or a written confirmation of our findings. This documentation is always filed with the petition to minimize CDTFA processing time. Solid documentation and follow-up lower client fees by reducing the number of quarters requiring retroactive adjustment and ensures faster recovery of misallocated revenues.

City Review: HdL will provide the City with a quarterly report of all revenue recovery work in progress. This report will include an electronic Work Authorization which, once approved, will include active links to copies of all inquiries filed with the CDTFA on the City's behalf. This information is archived and is accessible to authorized users at any time through the HdL client portal. HdL will also keep the City apprised of any additional oral or written communication with the CDTFA on any matter directly impacting the City. These reports, along with a detailed quarterly invoice listing all relevant information about the taxpayer and the amount of revenue recovered, will keep the City well informed of all ongoing audit activity.

Preparation and Submittal of Corrections: Petitions are prepared (CDTFA Form 549-S or 549-L) that notify the CDTFA the existence and nature of the misallocation. All relevant and available supporting documentation is attached, including any information from taxpayer file reviews or any other sources that provide evidence of an earlier date of knowledge regarding the error. This documentation facilitates the maximum recovery of revenue due the City from prior periods. Copies of all transmittal forms and correspondence with the CDTFA and taxpayers are sent to City staff.

Continuous Follow-up: HdL employs a full-time case manager whose responsibility is to monitor and follow-up on case inventory. An aging report is updated and reviewed monthly, and appropriate follow-up is initiated on cases that are taking an inordinate amount of time to correct. This follow-up emphasizes partnership and cooperation with CDTFA Allocation Group staff. HdL's continuous efforts to check on the status of submittals are made to ensure that corrections are being pursued. Timely follow-up on cases reduces the time it takes for the City to recover its revenue.

Appeals: HdL cases are thoroughly researched, vetted and documented *prior* to submittal. This ensures the fastest possible processing times and reduces the number of cases that are initially disclaimed and must be further researched and defended through a very lengthy CDTFA appeals process. Nearly all HdL cases are resolved favorably at either the first or second levels of the CDTFA petition process described in Regulation 35056.

Track Record: HdL is effective in recovering misallocated revenue for client agencies in 97% of all cases submitted to the CDTFA. The small number of cases that do require an appeal is evidence of HdL's thorough research and the quality of the well-documented information included to support claims.

Consulting and Optional Advisory Services

Ongoing Consultation

Quarterly, a principal of the firm analyzes the City's data in detail and meets with appropriate City officials to review trends and discuss and make recommendations regarding the budget implications of the year's data. HdL also serves as "on-call" staff to provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection. When requested by the City, principals also meet with committees of the City Council, advisory committees and other groups to explain sales tax regulations, economic trends and legislative proposals that will impact the City's tax base. HdL will, when requested by the City, conduct technical seminars for City personnel on California sales and use tax processes. To support in-house efforts to maximize use tax, the seminars will cover the fundamentals of direct payment permits, purchasing corporations and maximizing "use tax" from construction projects.

Forecasting

HdL has developed a comprehensive, detail-oriented method for projecting and monitoring client sales and use tax revenues that has proved to result in ***estimates that fall within 2% of actual receipts two-thirds of the time***. Initial and mid-year projections are made by factoring out payment aberrations that skew the base revenue and factoring in known changes such as new or closed businesses.

HdL also incorporates information from over 90 economic sources as well as information gathered from client meetings to develop economic factors to apply to individual retail business segments; the results are combined into a single estimate of anticipated revenue. HdL further enhances its projections by contacting builders of large-scale development projects to better time and estimate the value of potential use tax payments into its estimates. ***Annual, three and five-year forecasts are also provided.***

Use Tax Maximization

Major construction projects and even ongoing business operations often generate significant use tax revenues from purchases of machinery, equipment and other fixed assets. HdL has worked with numerous clients to ensure that use tax from manufacturing and assembly plants, food processing, cold storage facilities, power/energy projects, medical, research and technical facilities, oil fields/refineries and extraction/mining industries are properly allocated to the host jurisdiction.

HdL's sales tax team includes a staff of specialists who review new business startups that might present potential self-assessed use tax opportunities, meets with contractors to advise on sub-permits and reporting procedures and provides materials and advice on purchasing companies and direct payment permits. The firm monitors major construction projects to make sure that any use tax generated is properly allocated to the job site's host jurisdiction.

When brought into a project early, HdL assists clients with inserting provisions in conditional use permits and development agreements to guarantee that use tax maximization procedures are followed and monitors projects and subcontractors to make certain that sales tax is properly allocated back to the client jurisdiction. Direct payment permits and purchasing corporations can sometimes be utilized where conditions offer mutual opportunities for the client agency to capture additional sales tax revenues and the participating company can increase control of sales and use tax liabilities.

Legislative Updates

HdL maintains close and positive relationships with CDTFA executives and staff to quickly resolve policy issues unique to individual clients. The firm also advocates regulation and legislative changes when they are of benefit to clients. HdL prepares Legislative Updates for clients to keep them informed of all proposals that may impact local revenues. The firm also provides Issue Updates which are similar in nature but deal with specific issues such as Sales Tax Participation Agreements, legal decisions or regulation changes. Each issue is presented in detail so that City staff are equipped to respond to questions on topics important to their community leaders.

The firm also retains Rebecca Marcus as a lobbyist to represent client interests in matters before the CDTFA and the state legislature. With over 20 years of experience in state and national politics, Rebecca has developed the necessary institutional knowledge and established relationships to effectively advance clients' interests in Sacramento. As a Chief of Staff for 13 years in the California State Assembly for several distinguished Members including Assembly members Mark Stone, Mike Feuer and Johan Klehs, Rebecca successfully advanced legislation across a diverse array of policy areas. As a result, over 100 of these Members' bills became law ranging from landmark green chemistry legislative to a transformative transportation tax.

Tangible Work Products

HdL can prepare and deliver all of the items listed in the City's RFP. Reports will be presented during quarterly meetings but will also be accessible to approved staff on our web-based database.

- ✓ Quarterly Consensus Forecast: Trends and Economic Drivers Report
- ✓ Variety of Annual Reports to support audit findings and revenue trends
- ✓ Specialized Reports Focused on the City's Measure K to assist with budgeting and forecasting

HdL will also provide the following reports on a quarterly basis to ensure that the City is aware of the status of auditing activity:

- Copies of petition forms (CDTFA-549-S), spreadsheets, and supporting documentation file with the CDTFA. This documentation will include all relevant registration information for the business, a description of the allocation error or deficiency, and recommended corrective action.
- Copies of any appeals documentation filed with either the CDTFA Appeals Bureau or Office of Tax Appeals (OTA).
- Quarterly sales tax recovery invoices will provide account level detail for current billable recovery and will include firm name, permit number, payment amount received by the City, economic quarter to which the payment is related, and payment type (back quarter fund transfer, audit adjustment, etc.) The payment detail will be sorted alphabetically by firm name. Cumulative recovery reports will be provided on an annual basis.

Here is sampling of our reports:

Trends by Major Groups
Major Industry Groups Quarterly Line Graph
Annual Line Graph

Major business type changes, including comparisons with state and county averages.
Allocations by Business Type Including Pools
Adjusted for Reporting Aberrations

Top sales tax generators listed in descending order. Used by management to track trends and identify companies who should be contacted as part of a business retention program.
Top 100 Sales Tax Generators
Quarterly Deviation Analysis

Reports for Revenue Projections.
Sales Tax Allocation Summary
Cash Reconciliation Report
Budget Projections
Five Year Forecast
Consensus Forecast

Special reports as needed for economic development and other purposes.
Regional Updates
Market Competition Comparisons
Surplus/Gap Comparison
Retail Analytics Brochure

Quarterly customized newsletter summarizing sales tax highlights presented in a manner toprotect confidentiality and that can be shared with the public.
City of Carson
City of El Segundo

Sample of Legislative Updates.
Legislative Update

Click HERE to view our sample report package. All reports are available for both sales and use tax and transactions tax.

Project Timeline

As the City's existing vendor for sales and use tax services, HdL is actively auditing and monitoring the City's sales and use tax revenues. Work under the proposed contract would commence immediately upon receipt of the executed agreement with no interruption in service.

HdL's services, unless specified otherwise, will be on a quarterly schedule and completed within ninety (90) days of receipt of quarterly data from the CDTFA. Audit activities will be promptly conducted on each new quarter's data to identify those accounts requiring further research. Potential allocation errors and supporting documentation will be filed with the CDTFA in time to meet the state's statutory time limits to ensure that the City does not lose any revenue to which it is entitled. Here is our implementation timeline:

0-30 Days
- Kick-Off Meeting with City Staff (Sales Tax Management Team)
- City Staff provided access to HdL's web-based sales tax application (Sales Tax Management Team)
- Sales tax PDF reports posted to website (Production Team)
- Field canvas is completed (Audit Team)
- Audits are performed and documented, petitions are prepared (Audit Team)
- Use tax maximization presentation (Sales Tax Management Team)

30-60 Days
- Follow-up field report and submittal of all confirmed misallocations to the CDTFA (Audit Team)
- Work authorization detailing initial finding are submitted to the County for approval (Audit Team)

60-120 Days
- Invoices are submitted quarterly (February, May, August, and November) (Audit and Finance Team)
- Meetings to present quarterly reports are scheduled within 3-6 weeks of HdL's receipt of quarterly allocation data from the CDTFA (Sales Tax Management Team)

HdL's team is available to assist the City to provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection.

SUBCONTRACTOR LIST

HdL will not be using any subcontractors for this project.

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #26-010

Notice is hereby given that the Purchasing Manager is seeking sealed electronic proposals for:

SALES AND USE TAX CONSULTING AND AUDIT SERVICES

ISSUE DATE:	**01/22/2026**
Q&A DEADLINE:	**02/05/2026 by 10:00 AM**
RFP DEADLINE:	**02/26/2026 by 04:00 PM**

Register as a vendor and submit electronic responses via Planet Bids:

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

No late responses will be accepted. Any response for this solicitation not submitted through Planet Bids is unauthorized and will be considered invalid. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

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 ("City") is seeking proposals from qualified, independent firms to provide professional sales, use, and transaction tax consulting, audit, allocation recovery, and revenue analysis services. The selected firm will collect and analyze sales and use tax data from applicable governmental agencies, conduct audits to identify and recover misallocated tax revenues, prepare and deliver quarterly and annual reports, and provide ongoing revenue analysis and forecasting support, including Measure K transaction tax reporting. Services may also include limited access to web-based analytical tools to support City staff, consultation with the California Department of Tax and Fee Administration (CDTFA), and professional advisory services related to tax compliance, allocation accuracy, and revenue enhancement. The ideal proposer must demonstrate extensive experience providing sales and use tax consulting and audit services to municipal governments of comparable size and complexity and possess a thorough understanding of California local tax laws and reporting requirements.

This solicitation may result in a single award or multiple awards, at the sole discretion of the City, based on proposer qualifications, expertise, capacity, and the City's evolving needs. The City anticipates awarding within 90 days of the proposal deadline; however, additional time may be required to complete a thorough evaluation and negotiation process. The intended term of any resulting agreement is 5 years from the commencement date.

B. BACKGROUND

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.

C. 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 Planet Bids. 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 (Planet Bids) 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; however, additional time may be required to complete a thorough evaluation and negotiation process.

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 Planet Bids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through Planet Bids 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 Planet Bids 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 Planet Bids 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 Planet Bids portal and select the "Withdraw" option.

D. CITY'S RIGHTS RESERVED

The City reserves the right, at its sole discretion to:

1. Accept or reject any or all proposals, in whole or in part, and to waive any informalities or irregularities in the proposals.
2. Request clarification, correction, or additional information from any proposer regarding their submittal.
3. Conduct interviews or presentations with one or more of the highest-ranked proposers prior to making a final selection.
4. Reject non-conforming, non-responsive, or conditional proposals including any proposer who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the proposer's ability to perform responsibly.
5. Reissue the RFP, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Select the proposal that best meets the City's needs and represents the best overall value.
7. Negotiate contract terms, including scope, schedule, and compensation, with the tentatively selected proposer(s).

8. Award a contract or contracts based solely on written proposals, without interviews; and
9. Modify or clarify evaluation criteria or procedures prior to commencing the evaluation process, with appropriate notice to all proposers.
10. Award contracts to more than one proposer if such action is determined to be advantageous to the City.
11. Withhold award or not award a contract if the proposals received do not meet the City's needs, if funding changes, or if the City's needs change.
12. Take any action it deems necessary to protect the City's interests, including actions not specifically described in this section but permitted by law; and to
13. Cancel, postpone, or extend the RFP process at any time prior to contract award, without liability of obligation to any proposer.

E. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via Planet Bids 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 Planet Bids 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 Planet Bids must be directed to Planet Bids.

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. <u>Required Proposal Sections</u> – Proposals shall not exceed 20 pages, Cost File and Required General Attachments are not to be included in the proposal page limit.

- ☐ **Cover Letter and Company Profile** – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact's 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. <u>Cost File</u> – Attached as Exhibit C

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided (**Attached as Exhibit C**)
- Entered directly into the Planet Bids system as line items, if applicable.

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. <u>Required General Attachments</u> – 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 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.

F. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via Planet Bids 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 (Attached as Exhibit B) must be included at the time of proposal submission. Such requests should include an attachment in PDF format or company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Change 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 acknowledgment 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 Planet Bids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	Planet Bids	Post directly to Planet Bids under the "Q&A" tab
Use of Planet Bids	Planet Bids	(818) 992-1771
City's Purchasing Process	Josilla Togiola, Purchasing Manager	jtogiola@carsonca.gov, (310) 952-1758

G. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements, at minimum:

- ☐ The proposer must be a qualified, independent firm with demonstrated expertise in sales, use, and transaction tax consulting, auditing, allocation analysis, and revenue recovery services for public agencies. Licensure as a Certified Public Accounting (CPA) firm is not required unless specifically applicable to the proposer's business model.
- ☐ The proposer must disclose any actual or potential conflicts of interest and certify that no conflicts exist that would impair the firm's ability to perform the services objectively and in the best interest of the City.
- ☐ Demonstrated expertise in California sales, use, and transaction tax laws, including experience working with the California Department of Tax and Fee Administration (CDTFA) and local tax measures.
- ☐ Relevant Experience: Minimum of five (5) years of experience providing sales, use, and transaction tax consulting, audit, and revenue analysis services to municipal or other governmental entities of comparable size and complexity, preferably within the State of California.
- ☐ Technical Expertise: The firm must employ personnel with sufficient training and experience in tax auditing, allocation analysis, economic forecasting, and governmental revenue reporting. Key project staff must have direct responsibility for similar municipal engagements.
- ☐ References: The proposer must have at least three satisfactory references for similar services within the past three years or have performed satisfactory work for City within the past three years.
- ☐ Insurance: The proposer must meet the insurance requirements detailed in this RFP document.
- ☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.
- ☐ 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: **Not Applicable**

H. 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.

The City shall not be responsible for any additional costs incurred due to a proposer's failure to consider or comply with prevailing wage requirements, if applicable.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the responsiveness to all requirements and provisions of this RFP.

Unless all proposals are rejected, the award shall be made in accordance with the Carson Municipal Code (CMC) Section 2611(c) Professional Services Procurement.

An evaluation panel, consisting of City staff and/or other individuals selected by City staff, will review and evaluate all timely and responsive proposals. The City will negotiate the final scope and fee with the highest-ranked proposer. If negotiations fail to produce an agreement, the City may then negotiate with the next highest-ranked proposer.

The evaluation process may include 1 or 2 phases, at the City's discretion:

Phase 1 – Proposal Review (Mandatory)

In Phase 1, proposals will be scored based solely on the written submissions according to the following criteria:

Criteria		Maximum Points
Qualifications and Experience	Demonstrated competence and qualifications of the firm and key personnel.	30
Understanding of Scope and Approach	Demonstrated understanding of the City's needs, applicable laws, and best practices in requested services. Quality, creativity, and feasibility of the proposed approach and work plan.	25
Project Management and Schedule	Quality and clarity of the proposed project management approach, timeline, and	20

	staffing plan to meet deliverable deadlines.	
Cost Proposal	Reasonableness of proposed costs relative to the scope, level of effort, and market conditions. Cost will not be the sole determining factor.	15
References and Past Performance		10
Total Points Possible		100

Phase 2 – Interview/Presentations (Optional)

If deemed necessary, the City may conduct interviews or oral presentations with the highest-scoring firms from Phase 1. The results of Phase 2, combined with the Phase 1 evaluation, will be used to finalize the proposer rankings. The City reserves the right to conduct Phase 2 evaluations or proceed to contract negotiation based solely on the written proposals.

SCOPE OF SERVICES
RFP 26-010
SALES AND USE TAX CONSULTING AND AUDIT SERVICES

OVERVIEW OF SERVICES

The City is seeking proposals from qualified firms to provide professional sales, use, and transaction tax consulting, audit, allocation recovery, and revenue analysis services to the City. Services shall include the collection and analysis of tax data from applicable governmental agencies, identification and recovery of misallocated tax revenues, preparation of written reports and forecasts, and ongoing advisory support to enhance the City's tax revenue accuracy and forecasting capabilities.

CONTRACT TERM

The anticipated contract term is five (5) years.

SCOPE OF WORK

A. Sales and Use Tax Services

The Consultant shall perform the following services:

- Collect and analyze City, county, and state sales and use tax data from appropriate governmental agencies and provide comparative and trend analyses relevant to the City.
- Audit and analyze the City's sales and use tax revenue sources to identify trends, risks, anomalies, and opportunities for revenue enhancement.
- Prepare and provide written audited data, analyses, and findings related to sales and use tax trends and economic indicators.
- Coordinate and communicate with appropriate governmental agencies and other entities, including the California Department of Tax and Fee Administration (CDTFA), to confirm filing protocols, resolve reporting issues, and assist in the recovery of misallocated tax revenues.
- Prepare and deliver quarterly and annual reports summarizing audit results, computations, findings, and revenue trends.
- Provide technological and analytical capabilities, including access to data analytics and reporting tools, to support City staff with insights related to revenues, budgets, and forecasts. Any such tools shall be provided solely in support of the Services.

B. Transaction Tax (Measure "K") Analysis and Reporting Services

The Consultant shall provide transaction tax analysis, economic analysis, and forecasting services related to Measure "K," including:

- Preparation of periodic reports identifying changes in taxable sales by individual businesses, business groups, categories, and geographic areas within the City.
- Identification and explanation of anomalies or aberrations in reported tax data, including those related to State audits, fund transfers, receivables, late payments, or duplicate payments, and preparation of reconciliation worksheets to assist with budget forecasting.
- Establishment and maintenance of a database utilizing CDTFA registration data for businesses located within applicable Measure "K" boundaries and holding seller's permit accounts.
- Identification, to the extent available, of transaction and use tax allocations associated with such accounts for the most current and immediately preceding reporting periods.
- Provision of limited, non-exclusive, non-transferable access for City staff to the Consultant's web-based sales, use, and/or transaction tax analytical programs containing seller's permit, registration, allocation, and related data for businesses within the City's

jurisdiction.

C. Allocation and Audit Recovery Services
As mutually agreed upon with the City, the Consultant shall:

- Conduct initial and ongoing sales, use, and transaction tax audits of businesses to identify and correct distribution, reporting, and allocation errors and to assist in recovering misallocated tax revenues.
- Monitor and address common allocation errors, including but not limited to transposition errors, improper consolidation of outlets, formula errors, misreporting of point-of-sale locations, delayed reporting of new outlets, misallocation of use tax payments, and erroneous fund transfers or adjustments.
- Initiate and maintain communications with the CDTFA and relevant business representatives to verify the accuracy of reported tax receipts and local sales activity.
- Prepare and submit documentation to the CDTFA to correct identified allocation errors and follow up with the CDTFA and affected businesses to advocate for the recovery of back or prospective tax revenues owed to the City.
- Advise the City when businesses within its jurisdiction are properly reporting taxes but may have opportunities to modify operations or reporting structures in a manner that could increase tax revenues to the City, and collaborate with the City and such businesses as appropriate.

D. Consulting and Optional Advisory Services
Upon request and as needed, the Consultant may provide additional advisory and consulting services, including but not limited to:

- Responding to technical questions related to sales, use, and transaction taxes.
- Advising on the utilization of reports and analyses to enhance tax collection and revenue monitoring efforts.
- Preparing sales and transaction tax projections for proposed annexations, economic development initiatives, and budget planning.
- Assisting with the negotiation or review of tax-sharing agreements.
- Advising on the establishment of purchasing corporations or similar structures.
- Participating in meetings with taxpayers to encourage voluntary compliance and self-assessment.
- Providing guidance on other sales, use, or transaction tax revenue-related matters as requested by the City.

E. Tangible Work Products
As part of the Services, the Consultant shall prepare and deliver the following tangible work products to the City:

- Written audited data, analyses, and findings related to sales and use tax trends and economic statistics.
- Quarterly and annual reports detailing audit computations, compilations, findings, and revenue trends.
- For Measure “K” taxes, periodic reports identifying changes in taxable sales by business, category, and geographic area.
- For Measure “K” taxes, periodic reports to support budget forecasting, including analyses of allocation changes and identification of anomalies related to audits, fund transfers, receivables, and late or duplicate payments.

REVIEW AND ACCEPTANCE
All work products are subject to review and acceptance by the City. The Consultant must revise

any work that is not satisfactory without additional charge until it is accepted by the City.

PERFORMANCE EXPECTATIONS

The City will monitor consultant performance against the established KPIs. Failure to meet KPIs may result in rejection of deliverables, required corrective action plans, financial penalties, or other remedies as outlined in the contract. All corrective work must be completed at no additional cost to the City.

1. Timely delivery of reports.
2. Accuracy and reliability of deliverables.
3. Quality of communication and responsiveness.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT A

GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☐ 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
- ☐ Certification of Compliance with Labor Code Section 3700
- ☐ W9

Purchasing Division
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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.

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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: _____

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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
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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: _____

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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

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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: _____

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

Certification of Compliance with Labor Code Section 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant") as its Authorized Official, I, the undersigned, certify as follows:

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

CONSULTANT

By: _____

Title: _____

Date: _____

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT B

CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

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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_____
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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT C

COST FILE

Exhibit C contains the City's required Cost File template. Proposers must complete and submit this form in full; failure to do so may result in disqualification.

COST FILE
RFP 26-010
SALES AND USE TAX CONSULTING AND AUDIT SERVICES

Important: This Cost File must be completed in full and submitted as a separate attachment through Planet Bids, in addition to entering all pricing line items directly into the Planet Bids system. Failure to submit this completed form as a separate file and to enter pricing in Planet Bids may result in disqualification.

- All prices must include applicable sales tax, delivery fees, and any other associated costs unless otherwise specified.

Section 1: Annual Base Fee – List the annual base fee covering the core services outlined in the Scope of Work.

Contract Year	Estimated Annual NTE
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Total NTE	$

Section 2: Optional 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 3: Contingent or Recovery-Based Fees – Propose a breakdown of your anticipated recovery-based fee formula(s), if applicable.

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 bid due date. I further acknowledge that all pricing submitted via this form and entered in the Planet Bids system is complete and binding; however, final compensation shall be subject to negotiation and approval by the City in accordance with the terms of this RFP. I certify that I have read and understood all requirements of this RFP.

Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

HINDERLITER, DE LLAMAS AND ASSOCIATES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
HINDERLITER, DE LLAMAS AND ASSOCIATES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and HINDERLITER, DE LLAMAS AND ASSOCIATES, 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 **Eight Hundred Thousand Dollars ($800,000.00)** inclusive of 15% and 25% of all amounts recovered under Sections II and III of Exhibit "C" (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:

Andrew Nickerson	President/CEO
(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 Antonio Velasco, Revenue 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, 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; rjl]

CONSULTANT:

HINDERLITER, DE LLAMAS AND ASSOCIATES, a California corporation

By:_____
Name: Andrew Nickerson
Title: President/CEO

By:_____
Name:
Title:
Address: 120 S. State College Blvd., Suite 200
Brea, CA 92821

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide professional consulting services related to, and obtain and collect sales, use and transaction tax information from appropriate government agencies and provide all such information to the City. Additionally, Consultant shall audit, analyze, and seek misallocation of monies and provide City written reports and forecasts detailing findings, and ongoing advisory support to enhance the City's tax revenue accuracy and forecasting capabilities. The foregoing shall include but not be limited to:

A. Sales and Use Tax Services

1. Collect and analyze City, county, and state sales and use tax data from appropriate governmental agencies and provide comparison and trend analyses relevant to the City.

2. Audit and analyze City's sales and use tax revenue sources to identify trends, risks, anomalies, and opportunities for revenue enhancement.

3. Prepare and provide written audited data, analyses, and findings related to sales and use tax trends and economic indicators.

4. Contact appropriate entity(s) and governmental agency(s). including the California Department of Tax and Fee Administration (CDTFA) to confirm filing protocols, resolve reporting issues, and assist in the recovery of misallocated tax revenues.

5. Prepare and provide both quarterly and annual reports summarizing audit results, computations, findings, and revenue trends.

6. Provide technological and analytical capabilities, including access to data analytics and reporting tools, to support City staff with insights related to revenues, budgets, and forecasts. Any such tools shall be provided solely in support of the Services.

B. Transaction Tax (Measure "K") Analysis and Reporting Services

Consultant shall provide transaction tax analysis, economic analysis, and forecasting services related to Measure "K" including:

1. Prepare and provide periodic reports identifying changes in taxable sales by individual businesses, business groups, categories, and geographic areas within the City.

2. Identify and explain anomalies or aberrations in reported tax data, including those related to State audits, fund transfers, receivables, late payments, or

duplicate payments, and prepare reconciliation worksheets to assist with budget forecasting.

3. Establish and maintain a database utilizing CDTFA registration data for businesses located within applicable "Measure K" boundaries and holding seller's permit accounts.

4. Identify, to the extent available, transaction and use tax allocations associated with such accounts for the most current and immediately preceding reporting periods.

5. Provide limited, non-exclusive, non-transferable access for City staff to the Consultant's web-based sales, use, and/or transaction tax analytical programs containing seller's permit, registration, allocation, and related data for businesses within the City's jurisdiction.

C. Allocation and Audit Recovery Services

1. Conduct initial and ongoing sales, use, and transaction tax audits of businesses to identify and correct distribution, reporting, and allocation errors and to assist in recovering misallocated tax revenues.

2. Monitor and address common allocation errors, including but not limited to transposition errors, improper consolidation of outlets, formula errors, misreporting of point-of-sale locations, delayed reporting of new outlets, misallocation of use tax payments, and erroneous fund transfers or adjustments.

3. Initiate and maintain communications with the CDTFA and relevant business representatives to verify the accuracy of reported tax receipts and local sales activity.

4. Prepare and submit documentation to the CDTFA to correct identified allocation errors and follow up with the CDTFA and affected businesses to advocate for the recovery of back or prospective tax revenues owed to the City.

5. Advise the City when businesses within its jurisdiction are properly reporting taxes but may have opportunities to modify operations or reporting structures in a manner that could increase tax revenues to the City, and collaborate with the City and such businesses as appropriate.

D. Consulting and Optional Advisory Services ***(****Upon request and as needed)*

1. Respond to technical questions related to sales, use, and transaction taxes.

2. Advise on the utilization of reports and analyses to enhance tax collection and revenue monitoring efforts.

3. Prepare sales and transaction tax projections for proposed annexations, economic development initiatives, and budget planning.

4. Assist with the negotiation or review of tax-sharing agreements.

5. Advise on the establishment of purchasing corporations or similar structures.

6. Participate in meetings with taxpayers to encourage voluntary compliance and self-assessment.

7. Provide guidance on other sales, use, or transaction tax revenue-related matters as requested by the City.

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

A. Written audited data, analyses, and findings related to sales and use tax trends and economic statistics.

B. Both quarterly and annual reports detailing audit computations, compilations, findings, and revenue trends.

C. For Measure "K" taxes – periodic reports identifying changes in taxable sales by business, category, and geographic area.

D. For Measure "K" taxes – periodic reports to support budget forecasting, including analyses of allocation changes and identification of anomalies related to audits, fund transfers, receivables, and late or duplicate payments.

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. As requested by the 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. Andy Nickerson, President/CEO

B. Bobby Young, Director of Client Services, Project Manager

C. Ken Brown, Principal

D. Bret Plumlee, Principal

E. Robin Sturvidant, Principal

F. Matt Hinderliter, Director of Audit Services

G. Quang Dang, Associate Director of Audit Services

H. Mary Hubbell, Manager of Production Services

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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

"2.4 Invoices.

Invoices are submitted only for recoveries previously approved by the City. Consultant does not bill for audit revenues until the City has received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, Consultant will credit back any proportionate share of the fee that may have been levied.

Invoices are submitted quarterly after the City has received the revenue from the audit correction. The invoice includes the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses. If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and Consultant will agree in a Work Authorization, prior to billing, the methodology for identifying the incremental revenue attributable to Consultant's work.

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

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

II. Section 6.4 (Confidentiality and Release of Information) of the Agreement is hereby amended to read in its entirety as follows:

"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.

(e) Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

> ***(i) Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code Section 7200 et. seq.***

(ii) Consultant is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

(iii) Consultant is prohibited from performing consulting services for a retailer, as defined in California Revenue and Taxation Code Section 6015, during the term of this Agreement.

(iv) Consultant is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at the following rates:

	Base	Audit Recovery	Total
Year 1	$18,000.00	$232,000.00	$250,000.00
Year 2	$18,540.00	$231,460.00	$250,000.00
Year 3	$19,096.00	$80,904.00	$100,000.00
Year 4	$19,669.00	$80,331.00	$100,000.00
Year 5	$20,259.00	$79,741.00	$100,000.00
Total	**$95,564.00***	**$704,436.00**	**$800,000.00**

*Sales and Use Tax Management Services: $1,200 per month
*Transactions and Use Tax Management Services: $300 per month
*Plus Annual CPI Adjustment (3% annually from Years 2-5)

II. Sales and Use Tax Recovery Fee

In addition to the fees under Section I above, Consultant shall receive a recovery fee for all new sales and use tax revenue received by the City as a result of audit and recovery work performed by Consultant, at the rate of 15%. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with receipt of the audit revenue in addition to any retroactive back quarter adjustments obtained by Consultant.

Audit fees are billed only after completion of the audit, submittal of corrections to the CDTFA, and receipt of revenues by the City. 100% of all new revenue generated by Consultant flows to the City after the completion of the eight quarters. The fee constitutes the full reimbursement to Consultant and covers all direct and indirect costs incurred by Consultant under this Agreement, including all employees' salaries, travel expenses and service contracting costs as well as the software to be delivered to the City.

III. Transaction Tax Audit Services

Consultant will provide audit services for the City's Transactions and Use Tax Measure K. The fee for this service is 25% contingency fee against retroactive adjustments only (no prospective billing). Audit fees are billed only after the completion of the audit, submittal of corrections to the CDTFA and receipt of revenue by the City.

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

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

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

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

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

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

VI. The total compensation for the Services shall not exceed $800,000.00 inclusive of 15% and 25% of all amounts recovered under Sections II and III of this Exhibit C, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
RATE SCHEDULE

Rates are the same for Years 1-5:

	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. Tasks will be continuous, on-going and as directed by the Contract Officer.

B. The tax reports shall be provided to City as follows:

1. Quarterly Reports – 30 days after quarter end date for California Department of Tax and Fee Administration

2. Annual Reports – 30 days after data is made available by California Department of Tax and Fee Administration

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

A. Written audited data, analyses, and findings related to sales and use tax trends and economic statistics.

B. Both quarterly and annual reports detailing audit computations, compilations, findings, and revenue trends.

C. For Measure "K" taxes – periodic reports identifying changes in taxable sales by business, category, and geographic area.

D. For Measure "K" taxes – periodic reports to support budget forecasting, including analyses of allocation changes and identification of anomalies related to audits, fund transfers, receivables, and late or duplicate payments.

III. 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, April 7, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AN AGREEMENT WITH HDL COREN & CONE TO PROVIDE PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES. (CITY COUNCIL)

I. SUMMARY

The City of Carson ("City") has thousands of properties within its jurisdiction that generate property tax revenues through the Los Angeles County Tax Collector. To ensure accurate valuation and protect this vital revenue source, the City utilizes consulting services to audit and review property tax assessments from the Los Angeles County Assessor's Office.

On January 22, 2026, the City issued Request for Proposals (RFP) No. 26-011 for property tax assessment review and revenue recovery services. The solicitation closed on February 26, 2026, with one responsive proposal received from HdL Coren & Cone, a firm specializing in property tax analysis and municipal revenue recovery services.

Staff recommends that the City Council approve an agreement with HdL Coren & Cone to provide these services in an amount not to exceed $118,975 plus 25% of net property tax revenues recovered by consultant not to exceed $10,000 over a five-year term. These services are expected to enhance revenue oversight and identify potential under allocated or misreported property tax revenues.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE contract for professional services with HdL Coren & Cone for property tax assessment review and revenue recovery services for a total agreement amount not to exceed $118,975 plus 25% of net property tax revenues recovered by consultant not to exceed $10,000, for a term of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

Take another action the City Council deems appropriate.

IV. BACKGROUND

To ensure the accurate remittance of property taxes and to safeguard one of the City's most significant revenue sources, the City of Carson ("City") contracts with a third-party consultant, HdL Coren & Cone, to provide specialized property tax assessment review, consulting, and revenue recovery services.

HdL Coren & Cone's current agreement with the City is set to expire on May 17, 2026. In order to maintain continuity of these critical services, the City issued Request for Proposals (RFP) No. 26-011 for Property Tax Assessment Review and Revenue Recovery Services through PlanetBids on January 22, 2026. The solicitation period closed on February 26, 2026, and one responsive proposal was received from HdL Coren & Cone.

The City has maintained a professional relationship with HdL Coren & Cone for over ten years. During this time, the firm has provided a wide range of services including property tax forecasting, revenue analysis, assessment review, and evaluation of property tax appeals to ensure accurate reporting and proper allocation of property tax revenues. These services have been instrumental in identifying discrepancies, recovering under-allocated revenues, and enhancing the City's ability to monitor and project its property tax performance.

HdL Coren & Cone maintains comprehensive property tax data from 44 California counties, including all cities and successor agency project areas, and serves over 280 public agencies, including the cities of Lakewood, Newport Beach, Torrance, and Long Beach. Their extensive database, analytical tools, and proprietary software systems enable the City to receive detailed, accurate, and timely reports. Additionally, their technology allows for efficient review of parcel data, which has assisted the City in identifying property ownership and assessment discrepancies.

Continuing these services is critical to maintaining strong financial oversight, improving revenue accuracy, and supporting informed fiscal decision-making. Based on HdL Coren & Cone's experience, performance, and familiarity with the City's property tax base, staff recommends that the City Council approve an agreement with HdL Coren & Cone to provide property tax assessment review and revenue recovery services.

V. FISCAL IMPACT

There is no additional fiscal impact associated with this action at this time. Sufficient funding for auditing services is included within the Finance Department's adopted General Fund budget (Account No. 101-60-640-101-6004).

Adequate funding is available for Fiscal Year 2025–2026. Additionally, funding for Fiscal Year 2026–2027 has already been appropriated as part of the City's adopted budget.

VI. EXHIBITS

1. HdL Coren & Cone Proposal
2. RFP 26-011 Property Tax
3. HdL Coren & Cone Agreement

Attachments

HdL Coren & Cone Proposal.pdf
RFP 26-011 PROPERTY TAX.pdf
Hdl Coren Cone Agreement.pdf

City of Carson

RESPONSE TO REQUEST FOR PROPOSALS (RFP) #26-011
FOR PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES
February 26, 2026

HdL Coren & Cone

SUBMITTED BY
HdL Coren & Cone
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT
Nichole Cone-Morishita
T: 714.879.5000
E: ncone@hdlccpropertytax.com

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EXHIBIT A: REQUIRED GENERAL ATTACHMENTS – ENCLOSED SEPARATELY

EXHIBIT B: REDLINED CITY FORM CONTRACT – ENCLOSED SEPARATELY

EXHIBIT C: COST FILE - ENCLOSED SEPARATELY

I COVER LETTER AND COMPANY PROFILE

February 26, 2026

City of Carson
Josilla Togiola, Purchasing Manager
701 East Carson Street
Carson, CA 90745

Dear Ms. Togiola,

Enclosed is our firm's proposal to Request for Proposals #26-011 to provide property tax management, audit and information services for the City of Carson.

Founded in 1992, HdL Coren & Cone (HdLCC) developed the first computer software in California for tracking county, city and special district property tax revenues. HdLCC was the first in the State to go beyond using parcel data for allocation audits by developing specialized reports and models to assist government agencies by using the data for parcel administration, focused economic development strategies and revenue projections. The staff consists of 14 highly qualified analysts, auditors and information systems technology professionals.

HdLCC currently provides ongoing services to over 280 California agencies. The Company maintains annual property tax records for Los Angeles County back to 1992. HdLCC's experienced team has worked with a number of key county staff and is thoroughly familiar with county property tax procedures in California.

Specific advantages that HdLCC has for performance of the services being sought by the City of Carson include:

- HdLCC maintains property tax data for 44 California counties, including all agencies within those counties. The size of the database plus a sophisticated computer system uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California.
- All HdLCC staff works from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the Company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the Company's substantial databases and allows for immediate response to requests for information or assistance.

We look forward to reviewing this proposal with you in greater detail and demonstrating how our services and software products can benefit the City of Carson.

Sincerely,

Nichole Cone-Morishita,
Chief Financial Officer
HdL Coren & Cone
120 S. State College Blvd., Suite 200
Brea, CA 92821
714.879.5000
ncone@hdlccpropertytax.com

II PROPOSER QUALIFICATIONS

Company History and Qualifications

HdL Coren & Cone (HdLCC) was founded in 1992 and developed California's first computerized property tax management program. In addition, the firm provides clients with parcel tax administration and successor agency consulting. HdLCC is a California "C" Corporation which has been serving cities and special districts for over 30 years. All HdLCC staff work from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.

HdL Coren & Cone

FOUNDED 1992

HdLCC provides property tax management services to over 280 California public agencies. The company consists of a team of seasoned professionals with decades of experience in every aspect of local government including finance, management, auditing, economic development, redevelopment and legislative advocacy. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information on issues impacting the City's property tax.

HdLCC maintains property tax data from 44 California counties, including all cities and successor agency project areas in those counties. Our data resources include 15-30 years of historical data in most counties and the company maintains more than thirty years of annual property tax records for Los Angeles County.

Property taxes in California have evolved into an extremely complex system that requires experience and expertise to fully monitor. There are two broad categories of property (real and personal), three tax rolls (secured, unsecured and state assessed), and numerous peculiarities such as possessory interest and the distribution of tax revenue from private aircraft. The revenues generated by the property tax system need to be distributed to a myriad of taxing entities including cities, counties, schools, special districts and successor agencies. The company's extensive property tax information systems allow us to perform tax audits and provide information and analysis from a city's property tax data to city staff quickly and accurately.

The firm's staff have performed thousands of secured and unsecured property tax audits for client agencies over the past twenty-five years and recovered millions of dollars in misallocated property tax revenue. Our management team and staff pride themselves on being highly responsive to client needs and cordial in our contacts with county staff. This philosophy has served our clients and the company well. This is evident by the fact that 65% of our property tax audit and information services clients have been using our services for more than 10 years and 55% of our clients have been under contract for more than 15 years.

HdLCC is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the State Association of County Auditors, California Society of Municipal Finance Officers (CSMFO) anticipation and planning of programs to strengthen local government revenues, and monitoring of legislative actions which impact local governments.

LEAGUE OF CALIFORNIA CITIES℠

CSMFO CALIFORNIA SOCIETY of MUNICIPAL FINANCE OFFICERS

MMASC

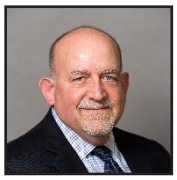
California State Association of County Auditors

III KEY STAFF AND TEAM

HdLCC staff consists of 14 highly qualified analysts, auditors and information systems technology professionals. Below is a current listing of our key staff:

Paula Cone - President

After spending 24 years in municipal government in finance and city management, Mrs. Cone completed the development of the first cost-effective and accurate program for identifying, monitoring, auditing and correcting property tax misallocations. In addition, HdLCC provides real estate trending information that has become integral to cities and special districts understanding the impact of changes within their jurisdictions and that translation to revenues received. HdL Coren & Cone provides property tax management, audit and analytical services to more than 280 cities and special districts in 44 counties in California. She oversees the day-to-day operation in the company's property tax management, client support, budget forecast projections and client interface. Ms. Cone earned her Bachelor's degree from California State University at Long Beach. She is former Parks and Recreation Director and Assistant City Manager of the City of Lawndale.



David Schey – Vice President

David has over 30 years of experience with HdLCC since joining the firm in 1994. His prior experience includes service as Planning Director, Community Development Director and Deputy Director of Redevelopment as well as having provided development and consulting services to municipal clients. As a principal with HdLCC, David has provided client services in connection with tax allocation bonds; property tax and tax increment issues; tax sharing calculation; and analysis of legislative actions. David has spoken at numerous conferences and seminars sponsored by the California Redevelopment Association and the League of California Cities. In addition to his professional work in connection with local government, David served for over six years as a member and chairman of both the Planning Commission and Parks and Recreation Commission. Education: Bachelor of Arts, University of California; Los Angeles, California; Bachelor of Arts, California State University; Long Beach, California; Master of Public Administration, University of Southern California; Los Angeles, California.

Nichole Cone – Vice President

Nichole has over 20 years of property tax analytical and processing experience, and specializes in understanding the data received from Assessor & Auditor, used for secured and unsecured parcel audits, and property tax analysis. Ms. Cone joined HdLCC in 1992. She oversees the acquisition and processing of county assessor and auditor controller data into HdLCC's database. Preparation and production of property tax reports and client data sets are also under Ms. Cone's direction. She oversees the staff responsible for the HdLCC Comprehensive Annual Financial Report product and fields many of the general day to day client inquires. Ms. Cone was instrumental in our system redesign which closely mirrors the systems used by counties. Education: Bachelor of Arts, Loyola Marymount University, Los Angeles, California.

III KEY STAFF AND TEAM

Darren Hernandez – Principal

Darren joined HdL Coren & Cone as a Principal in January 2021 following a long career in public service. Prior to joining HdLCC, he served with the City of Santa Clarita for seventeen years, first as Director of Administrative Services and subsequently as Deputy City Manager. Among the projects Darren coordinated for Santa Clarita, some include the creation of a citywide Open Space Preservation District; creation of the Santa Clarita Public Library; creation of a citywide Landscape Maintenance District; and coordination of sixteen annexations of unincorporated territory including negotiation of property tax transfer agreements between the city and Los Angeles County. He also served as a member of the Oversight Board of the Successor Agency. Education: Bachelor of Arts, State University of New York at New Paltz, he studied public finance as a graduate student at the Maxwell School of Citizenship and Public Affairs at Syracuse University.

Joel Hermann – IT Director

In addition to Mr. Hermann supervising and directing our IT staff, and oversight of the HdLCC network and client web application, he designs, implements, and maintains several of HdLCC's data entry, processing and mining applications. He and his staff also administer City and Special District direct assessments processing for placement on the annual tax roll. He works closely with client City and Special District staff and provides technical support for our client applications. Joel studied Computer Science at the University of California – Riverside, and Data Science at Western Governors University.

IV PROJECT UNDERSTANDING

HdL Coren & Cone understands Carson's need to have complete and accurate understanding of the property tax revenues as one of the City's main sources of revenue. In addition, it is important to have assurances that all property tax revenue that belongs to the City is being taxed and properly remitted to the City. The City also desires to have a consultant that understands the complexities of property taxes who would be able to explain processes or provide reports to illustrate concepts and trends to assist in answering questions that are posed to staff. HdLCC will meet or exceed these requirements. We do not see any challenges to achieving these goals.

HdLCC currently provides ongoing services to over 280 California agencies. The company maintains annual property tax records for Los Angeles County back to 1992. HdLCC's experienced team has worked with many key county staff and is thoroughly familiar with county property tax procedures in California.

Specific advantages that HdLCC possesses to perform the services being sought by the City of Carson include:

- HdLCC maintains property tax data for 44 California counties, including all agencies in those counties. The size of the database plus a sophisticated computer system uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California.

- HdLCC's audit team has developed specialized databases and audit techniques and is thoroughly familiar with the County of Los Angeles. This familiarity, and excellent working relationships with County departments, will allow Carson to recover any misallocated property tax revenue in a timely manner.

- HdLCC's service team is comprised of individuals with extensive experience in property tax assessment, administration, auditing, economic development and financial management. All the firms' key personnel have worked in or with public agencies and thoroughly understand their challenges and needs. This ensures prompt and knowledgeable response to inquiries and provides for relevant and timely information.

- HdLCC employs a staff of four full-time information technology professionals with expertise in applications development, network design and maintenance, database management and technical support. These staff members continually work on developing and enhancing the firm's technological capabilities.

- All HdLCC staff works from our centrally located headquarters in Brea, California. The decision to operate out of a single location allows the company to minimize overhead costs and thereby lower service fees, maximize coordination of client services, protect the company's substantial databases and allows for immediate response to requests for information or assistance.

- HdLCC will provide Carson staff with access to the firm's web-based property tax software which affords city staff a user-friendly tool for parcel look-up and will display parcel ownership, valuation, sales and building/land characteristic information and links with the County GIS maps.

V PROJECT APPROACH AND WORK PLAN

Using HdLCC's custom software, a data set of all parcels in the City or Agency will be established. This data is prepared from the Los Angeles County Lien Date Rolls that is purchased annually in July. HdLCC updates the original County roll with any transfers in ownership, which have occurred between the lien date and the current month and updates the ownership information (name and mailing address), date of transfer, sale price, and document (deed) number monthly.

1. Audit Method and Approach

To achieve the highest audit and recovery results, HdLCC employs the following audit techniques and programs:

a. Identification and Correction of Errors

HdLCC has the technology, methodology and trained staff to analyze all secured parcels and unsecured assessments within the City and Successor Agency to identify costly errors resulting in the misallocation of property taxes.

The company has the ability to audit the secured and unsecured property tax rolls two ways, first reviewing the entire county to find parcels miscoded to other jurisdictions; and second, reviewing the parcels within the city, county or agency to ensure that each is coded to the appropriate taxing entity. To date, we have recovered in excess of $100 million in net revenue for our client agencies in 44 counties statewide. Our advanced technology, accuracy and track record have placed us in a unique position to be hired by cities to find additional revenues after audits have been performed by prior consultants. In addition, by filing audit results with the County Assessor in a timely manner, we can assure that the repetitive errors from previous years will not continue.

Upon approval of the contract, the company will perform an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City or its Successor Agency. This analysis is accomplished through the use of specialized computer software, assessor maps, city GIS maps, city records, other pertinent documents, and field investigations. The review will include the lien date secured and unsecured data for the current tax year as well as historical data back for a total of two (2) tax years and be performed no less than every other year.

We also can use the City's building permit data to compare to identify parcels that have not been reassessed in the expected timeframe. The building permit data must be supplied in an electronic format and contain certificate of occupancy date and Assessor's Parcel Number for each permit. Since there is no statutory timeframe for the Assessor to reassess property, the list provided will serve as a list of potential parcels that should be inquired about from the appropriate Assessor's appraiser. Since there is no statutory timeframe for reassessment, we cannot compel them to value a parcel within a specific timeframe.

b. Reports and Analytical Services

HdLCC furnishes a variety of reports detailing property and revenue trends for the entire city and for custom defined geographic areas. These reports can be used for budgeting purposes, planning, economic development and public information. Among the reports available are top 25, 50, 100-property owner/taxpayer listings, multiple ownership properties, non-owner-occupied parcels, identification of property ownership transfers for tracking of reassessments. We also provide the City with quarterly reports of successful, pending and historical assessment appeals.

HdL Coren & Cone will reconcile the annual Auditor/Controller Assessed Valuations Report and will furnish a breakdown of assessed values within the City and Successor Agency.

The identification of escaping revenue through the use of property tax data sets has been a targeted focus for HdLCC during the past 30 years. With the reduction of tax revenues through legislated Educational Revenue Augmentation Fund (ERAF), cities, counties, agencies and special districts have been focusing on ways to increase the limited resources already stretched thin.

The company will provide the following reports based on the current year lien date rolls and will provide the reports annually, quarterly or monthly as appropriate: Reports are also available from prior years if requested.

- A five-year history of the values within the City, and custom (city defined) geographic areas;
- A listing of the largest value changes, positive and negative between tax years;
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines;
- A listing of the major property owners for the City including the combined assessed values of their property and property use code designation;
- A listing and summary of property transfers which occurred since the lien date ordered by month;
- A listing of parcels that have not changed ownership since the enactment of Proposition 13;
- A comparison of property within the City by county use-code designation;
- A multiple year comparison of growth by use code designation over a 5-year period;
- A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations;
- Calculate an estimate of property tax revenue anticipated to be received for the current fiscal year by the City based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City.
- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.
- Tracking of Proposition 8 reductions and restorations
- Median sale price data for current year and prior years for comparison
- Five-year budget projections for the city general fund, Successor Agency, special districts, and Vehicle License Fee in Lieu revenues. This report is interactive for tax modeling.
- Newsletter summary for public and elected distribution.

c. Information Provided Quarterly or Monthly

- HdL Coren & Cone prepares reports including a listing of property tax appeals filed on properties in the city and former RDA project areas. These reports are prepared for both the City General Fund and Successor Agency and include a history of all appeals filed; the disposition of those appeals, successful appeals, pending appeals, and a report to assist the City/Successor Agency in determining the potential impact of pending appeals.
- A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis. This data will include the new owner/seller of the property, new mailing address if not the situs address, the date of sale, the sale price when verified, document number, and transaction type.
- The average and median single family sale price report is sent to all clients quarterly and includes the same data for all client agencies within the same County.

d. Property Tax Application and Database

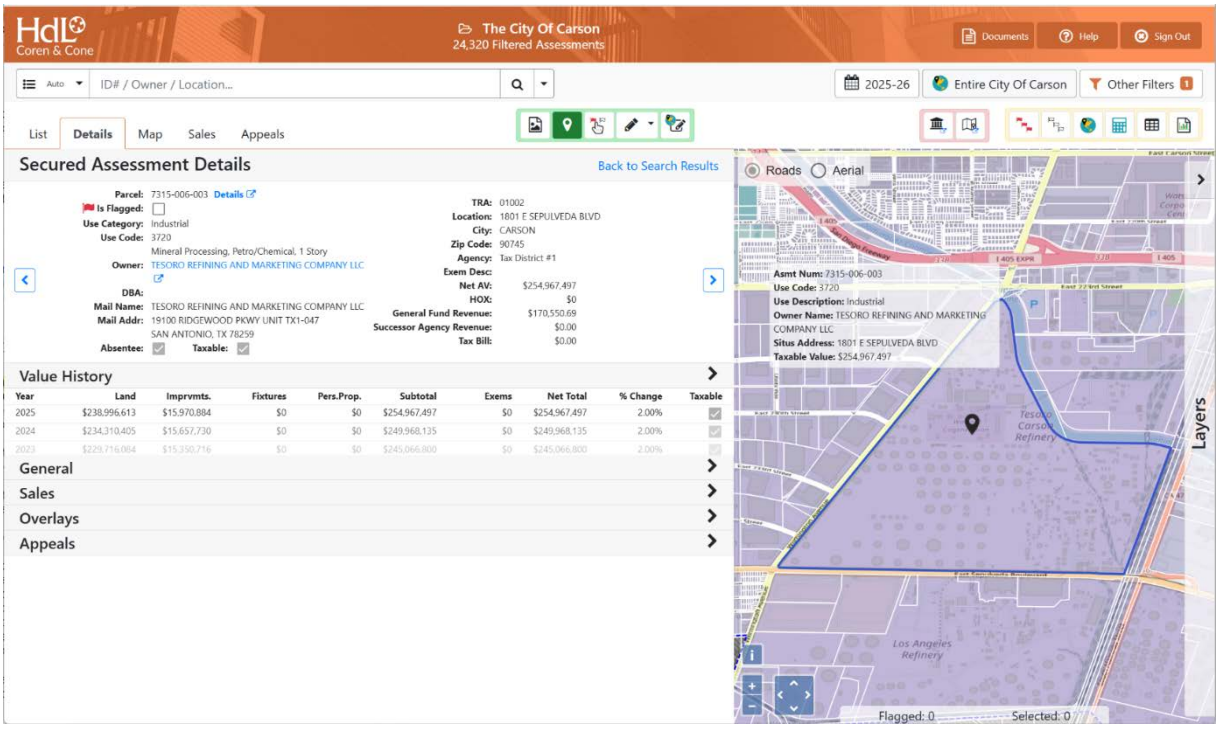
HdLCC provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on a monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.

As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost.

Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

The help manual available within the program is easy to navigate and user friendly. HdLCC staff is available Monday through Friday, 8 a.m. to 5 p.m. to answer questions and assist staff on the use of the software. Assistance is available either by phone or via email.

The City will be granted a site license for the application, providing no limit to the number of users. HdLCC will not charge an annual maintenance fee for the software program. Periodically, as the program changes and product enhancements are developed, upgrades or new releases of the software are issued at no additional cost to the client.



e. Successor Agency Services

Successor Agency Services including but not limited to:

- Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area.
- Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- Provide property tax information to the Oversight Board at the direction of the Successor Agency.
- Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency.

- Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency.
- Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements.
- Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

f. Proposed Work Plan/Staffing Schedule

The methodology that the company follows in identifying, correcting and recovering property tax errors includes the following:

Task I	Establishment of County Data Set
Task II	Identify and Correct Errors
Task III	Prepare Reports
Task IV	Ongoing Analysis

During the term of the contract, we serve as the resource staff to the City on questions relating to property tax. This includes being "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City data base. All requests for information based upon the County's property tax data sets are provided without additional costs. Special reports, additional research, or requests requiring additional computer programming may entail some additional costs. Attendance at City and/or Successor Agency meetings will be billed at our hourly rates. Optional services will only be provided upon written notice to proceed by the City.

Timeline for Property Tax Analysis and Audit Services

- County assessment rolls are purchased annually in July.
- The property data program will be available for access via the internet within 30 days of the execution of the agreement. Parcel data will be updated monthly to include the most current ownership information due to parcel transfers.
- The first secured audit will be performed and submitted to the Assessor no later than 60 days from the date of the contract. Future audits will be performed no less than once every two years and submitted no later than March 1st.
- The unsecured audits for the City will be completed and submitted to the County Assessor for corrective action within 120 days of receipt of county rolls. The City will receive file copies of submittals simultaneous with submissions to the County Assessor.
- Data collection from the county assessor's and auditor controller's offices for reports is performed in August and September each year and preliminary reports will be delivered to the City prior to the end of December annually.
- The final tax ratio percentages are available from the auditor controller's office annually in February/March. Final reports will be prepared and delivered prior to the end of April annually.

g. Legislative Updates

HdLCC monitors and reports on issues related to property tax and coordinates with City Staff in connection with passed and potential property tax legislation and regulations.

h. Consultation

Annual reports presented by a principal or associate of the firm to any City staff member interested in the detailed analysis including property tax revenue estimates performed by HdLCC of the City's annual property assessed values released by the assessor. Since property data is not confidential, these reports can be shared with staff. Understanding the budget implications of the data released in late summer and presented in late Fall is timely for mid-year budget reviews.

HdLCC also serves as the City's property tax staff for consultation and questions related to budgeting, revenue collection, the mechanics of property tax allocation and potential changes in the legislation that may impact local agencies. Training is provided free of charge on the use of the web-based software which is updated monthly with ownership changes and appeal information where available.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

ADDENDUM NO. 1 to **RFP 26-011 PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES**

02/23/2026

TO ALL PROSPECTIVE BIDDERS/PROPOSERS:

The following Addendum provides revisions, clarifications, and/or additional information to the solicitation documents. This addendum is hereby made part of the solicitation and must be considered when preparing your response. All other terms and conditions of the original document remain in effect.

1. Answers to Q&A

	Questions	**Answers**
	Has the City previously engaged a consultant to provide property tax assessment review and revenue recovery services? If so, please identify the most recent fiscal year(s) covered.	Yes, a current consultant is providing services and has provided with FY26/27.
	Is there a current or incumbent consultant performing any portion of the services described in this RFP? If yes, which services will transition to the new consultant upon contract award?	HdL Coren & Cone is currently providing the City with services. All services will transition to new consultant
	For initial revenue recovery efforts, what historical tax years does the City anticipate will be included in the review?	City expects revenue recovery be based on statute of limitations by BOE.
	Does the City anticipate that the first year of the contract will require a greater level of effort than subsequent years due to initial setup, historical review, or backlog analysis?	No comment
	Will the City provide the consultant with access to County Assessor and Auditor-Controller data, or should the consultant assume responsibility for coordinating data access?	City expects consultant to have access to County assessor data.
	Will prior County Assessor audit findings, property tax recovery reports, or assessment appeal documentation be made available to the selected consultant? If so, can you provide the most recent report.	Information may be granted by county assessor.
	Does the City have an estimated budget range or prior-year contract amount for the property tax assessment review and revenue recovery services described in this RFP?	No comment

Sincerely,

Josilla Togiola
Purchasing Manager
02/23/2026

ACKNOWLEDGMENT OF RECEIPT

By signing below, the undersigned acknowledges receipt of Addendum No. **1** issued by the City and affirms that the information contained herein has been considered in preparation and submission of the proposer's response.

Please Note: Bidders/Proposers must complete **both** of the following actions:

1. Sign and submit this Acknowledgment of Receipt as part of submittal.
2. Acknowledge receipt of this addenda electronically in PlanetBids.

Failure to acknowledge both electronically and via this signed form may result in your bid or proposal being deemed non-responsive.

Authorized Signature: _____ Date: 2/24/2026

Printed Name & Title: David Schey, Secretary

Company Name: HdL Coren & Cone

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #26-011

Notice is hereby given that the Purchasing Manager is seeking sealed electronic proposals for:

PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES

ISSUE DATE:	**01/22/2026**
Q&A DEADLINE:	**02/05/2026 by 10:00 AM**
RFP DEADLINE:	**02/26/2026 by 04:30 PM**

Register as a vendor and submit electronic responses via Planet Bids:

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

No late responses will be accepted. Any response for this solicitation not submitted through Planet Bids is unauthorized and will be considered invalid. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

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 ("City") is seeking proposals from qualified, independent firms to provide professional property tax consulting, audit, revenue recovery, and forecasting services. The selected firm will review County Assessor records, analyze parcel-level valuations, and identify errors, omissions, or misallocations affecting property tax revenues. Services will include preparation and delivery of detailed reports, short- and long-term revenue forecasts, annual and quarterly updates, and specialized analyses to support fiscal, economic, and community development planning. The firm will also provide access to web-based property tax tools and software for City staff, assist with reassessment tracking, monitor major property tax appeals and Proposition 8 parcels, and advise on legislative and regulatory changes impacting property tax revenues. The ideal proposer must demonstrate extensive experience providing property tax consulting and audit services to municipal governments of comparable size and complexity, with expertise in California property tax law, County Assessor procedures, and revenue recovery strategies.

This solicitation may result in a single award or multiple awards, at the sole discretion of the City, based on proposer qualifications, expertise, capacity, and the City's evolving needs. The City anticipates awarding within 90 days of the proposal deadline; however, additional time may be required to complete a thorough evaluation and negotiation process. The intended term of any resulting agreement is 5 years from the commencement date.

B. BACKGROUND

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.

C. 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 Planet Bids. 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 (Planet Bids) 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; however, additional time may be required to complete a thorough evaluation and negotiation process.

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 Planet Bids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through Planet Bids 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 Planet Bids 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 Planet Bids 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 Planet Bids portal and select the "Withdraw" option.

D. CITY'S RIGHTS RESERVED

The City reserves the right, at its sole discretion to:

1. Accept or reject any or all proposals, in whole or in part, and to waive any informalities or irregularities in the proposals.
2. Request clarification, correction, or additional information from any proposer regarding their submittal.
3. Conduct interviews or presentations with one or more of the highest-ranked proposers prior to making a final selection.
4. Reject non-conforming, non-responsive, or conditional proposals including any proposer who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the proposer's ability to perform responsibly.
5. Reissue the RFP, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Select the proposal that best meets the City's needs and represents the best overall value.
7. Negotiate contract terms, including scope, schedule, and compensation, with the tentatively

selected proposer(s).

8. Award a contract or contracts based solely on written proposals, without interviews; and
9. Modify or clarify evaluation criteria or procedures prior to commencing the evaluation process, with appropriate notice to all proposers.
10. Award contracts to more than one proposer if such action is determined to be advantageous to the City.
11. Withhold award or not award a contract if the proposals received do not meet the City's needs, if funding changes, or if the City's needs change.
12. Take any action it deems necessary to protect the City's interests, including actions not specifically described in this section but permitted by law; and to
13. Cancel, postpone, or extend the RFP process at any time prior to contract award, without liability of obligation to any proposer.

E. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via Planet Bids 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 Planet Bids 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 Planet Bids must be directed to Planet Bids.

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. <u>Required Proposal Sections</u> – Proposals shall not exceed 20 pages, Cost File and Required General Attachments are not to be included in the proposal page limit.

- ☐ **Cover Letter and Company Profile** – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact's 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. <u>Cost File</u> – Attached as Exhibit C

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided (**Attached as Exhibit C**)
- Entered directly into the Planet Bids system as line items, if applicable.

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. <u>Required General Attachments</u> – 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 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.

F. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via Planet Bids 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 (Attached as Exhibit B) must be included at the time of proposal submission. Such requests should include an attachment in PDF format or company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Change 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 acknowledgment 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 Planet Bids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	Planet Bids	Post directly to Planet Bids under the "Q&A" tab
Use of Planet Bids	Planet Bids	(818) 992-1771
City's Purchasing Process	Josilla Togiola, Purchasing Manager	jtogiola@carsonca.gov, (310) 952-1758

G. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements, at minimum:

- ☐ The proposer must be a qualified, independent firm with demonstrated expertise in property tax consulting, auditing, revenue recovery, forecasting, and parcel-level analysis for public agencies. Licensure as a Certified Public Accounting (CPA) firm is not required unless specifically applicable to the proposer's business model.
- ☐ The proposer must disclose any actual or potential conflicts of interest and certify that no conflicts exist that would impair the firm's ability to perform the services objectively and in the best interest of the City.
- ☐ Demonstrated expertise in California property tax law, County Assessor procedures, property tax appeals, reassessment practices, and municipal revenue allocation.
- ☐ Relevant Experience: Minimum of five (5) years of experience providing property tax consulting, audit, and revenue analysis services to municipal or other governmental entities of comparable size and complexity, preferably within the State of California.
- ☐ Technical Expertise: The firm must employ personnel with sufficient training and experience in property tax auditing, valuation analysis, revenue forecasting, and governmental revenue reporting. Key project staff must have direct responsibility for similar municipal engagements.
- ☐ References: The proposer must have at least three satisfactory references for similar services within the past three years or have performed satisfactory work for City within the past three years.
- ☐ Insurance: The proposer must meet the insurance requirements detailed in this RFP document.
- ☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.
- ☐ 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: **Not Applicable**

H. 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.

The City shall not be responsible for any additional costs incurred due to a proposer's failure to consider or comply with prevailing wage requirements, if applicable.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the responsiveness to all requirements and provisions of this RFP.

Unless all proposals are rejected, the award shall be made in accordance with the Carson Municipal Code (CMC) Section 2611(c) Professional Services Procurement.

An evaluation panel, consisting of City staff and/or other individuals selected by City staff, will review and evaluate all timely and responsive proposals. The City will negotiate the final scope and fee with the highest-ranked proposer. If negotiations fail to produce an agreement, the City may then negotiate with the next highest-ranked proposer.

The evaluation process may include 1 or 2 phases, at the City's discretion:

Phase 1 – Proposal Review (Mandatory)

In Phase 1, proposals will be scored based solely on the written submissions according to the following criteria:

Criteria		Maximum Points
Qualifications and Experience	Demonstrated competence and qualifications of the firm and key personnel.	30
Understanding of Scope and Approach	Demonstrated understanding of the City's needs, applicable laws, and best practices in requested services. Quality, creativity, and feasibility of the proposed approach and work plan.	25
Project Management and Schedule	Quality and clarity of the proposed project management approach, timeline, and staffing plan to meet deliverable deadlines.	20

Cost Proposal	Reasonableness of proposed costs relative to the scope, level of effort, and market conditions. Cost will not be the sole determining factor.	15
References and Past Performance		10
Total Points Possible		100

Phase 2 – Interview/Presentations (Optional)

If deemed necessary, the City may conduct interviews or oral presentations with the highest-scoring firms from Phase 1. The results of Phase 2, combined with the Phase 1 evaluation, will be used to finalize the proposer rankings. The City reserves the right to conduct Phase 2 evaluations or proceed to contract negotiation based solely on the written proposals.

SCOPE OF SERVICES
RFP 26-011
PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES

OVERVIEW OF SERVICES

The Consultant shall provide professional property tax consulting, auditing, forecasting, and revenue recovery services to the City. Services shall ensure accurate reporting, maximize property tax revenues, identify potential errors or omissions, and provide ongoing consultation and support for fiscal and economic planning.

CONTRACT TERM

The anticipated contract term is five (5) years.

SCOPE OF WORK

A. General Services

The Consultant shall:

1. Review the City's Municipal Code and ordinances related to property tax.
2. Advise City staff on strategies to enhance property tax revenues and recover any lost or misallocated revenue.
3. Evaluate revenue-generating elements of the City's economic base, including land parcels, major buildings, and other property users.
4. Provide short-term and long-term property tax revenue forecasts, including alternative scenarios for budget and fiscal planning.
5. Provide access to a web-based property tax portal and the City's CAFR Statistical Section Package annually.
6. Meet with City officials as needed to review findings, recommendations, and reporting results.

B. Property Tax Review and Audit Services

The Consultant shall:

1. Review and analyze property tax records to identify errors, omissions, or deficiencies affecting City revenues.
2. Examine County Assessor rolls (secured and unsecured) to verify parcel valuations, tax allocations, and correct Tax Rate Area assignments.
3. Identify inconsistencies on the unsecured roll, including incorrect mailing addresses, value reductions, or missing data, covering both current and historical tax years where additional revenue is collectible.
4. Document and substantiate errors/omissions to facilitate recovery from prior periods, including applicable interest and penalties; file necessary audit results with the County Assessor in a timely manner.
5. Cross-reference parcels with City building permit activity and project completions to identify properties that should have been reassessed, providing both summary and parcel-level reports.
6. Track and ensure timely reassessments following property transfers or new construction; notify the City and County of any delays.
7. Monitor major property tax assessment appeals and provide recommendations as appropriate.
8. Monitor and analyze Proposition 8 parcels and advise City staff on potential revenue impacts.
9. Provide and maintain software for City staff access to parcel-level property tax data, with

training and support, and integrate with City GIS systems as needed.
10. Analyze and reconcile County Assessor valuation reports with Auditor-Controller property tax allocation reports annually or upon request.
11. Prepare annual property tax budget projections and updates for secured, unsecured, in-lieu Vehicle License Fee, and miscellaneous taxes, including administrative costs, pass-throughs, and City share of the 1% General Tax Levy.
12. Provide quarterly updates on property sales transactions and market trends affecting property tax revenue.
13. Generate detailed analytical reports, as requested, in formats such as PDF, Excel, CSV, or Access. Reports may include:
    - Parcel listings by value or tax amount
    - Pre-Proposition 13 assessments
    - Home sales and property transfers
    - Market and turnover trends
    - Parcel splits/mergers
    - Top taxpayers (summary and detail)
    - Government-owned, multiple, or absentee-owned parcels
    - Appeal, foreclosure, and delinquency data
    - Non-residential new construction trends
    - Comparisons of properties in the City versus redevelopment project areas

C. Reporting, Forecasting, and Legislative Monitoring

The Consultant shall:

1. Meet with City staff annually (preferably in Fall) to review property tax reports and budget projections.
2. Generate specialized reports with historical data spanning 10 years or more.
3. Track bills and pending legislation affecting property tax revenues starting each March and provide monthly summaries, status updates, and impact analyses.
4. Provide the unsecured tax roll to assist the City in identifying personal property owners without business licenses.
5. Advise on additional methods for leveraging County Assessor data and City records to ensure full property tax revenue collection (e.g., business licenses, construction permits, cost-of-service fees).
6.

D. Deliverables

The Consultant shall provide:

1. Regular and ad hoc property tax audit and analysis reports, including identified errors, recovery opportunities, and revenue impacts.
2. Short- and long-term property tax revenue forecasts, including alternative scenarios for budget planning.
3. Access to web-based property tax software/portals and training for City staff.
4. Annual and quarterly summaries of market trends, parcel data, and assessed valuations.
5. Reports in City-requested formats (PDF, Excel, CSV, Access) to support fiscal, economic, and community development planning.

REVIEW AND ACCEPTANCE

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

PERFORMANCE EXPECTATIONS

The City will monitor consultant performance against the established KPIs. Failure to meet KPIs

may result in rejection of deliverables, required corrective action plans, financial penalties, or other remedies as outlined in the contract. All corrective work must be completed at no additional cost to the City.

1. Timely delivery of reports and forecases.
2. Accuracy of property tax data.
3. Quality of analysis and communication.
4. Effectiveness of revenue recovery
5. Compliance with applicable laws and regulations.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT A

GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☐ 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
- ☐ Certification of Compliance with Labor Code Section 3700
- ☐ W9

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: _____

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

Certification of Compliance with Labor Code Section 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant") as its Authorized Official, I, the undersigned, certify as follows:

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

CONSULTANT

By: _____

Title: _____

Date: _____

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT B

CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

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

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT C

COST FILE

Exhibit C contains the City's required Cost File template. Proposers must complete and submit this form in full; failure to do so may result in disqualification.

COST FILE
RFP 26-011
PROPERTY TAX ASSESSMENT REVIEW AND REVENUE RECOVERY SERVICES

Important: This Cost File must be completed in full and submitted as a separate attachment through Planet Bids, in addition to entering all pricing line items directly into the Planet Bids system. Failure to submit this completed form as a separate file and to enter pricing in Planet Bids may result in disqualification.

- All prices must include applicable sales tax, delivery fees, and any other associated costs unless otherwise specified.

Section 1: Annual Base Fee – List the annual base fee covering the core services outlined in the Scope of Work.

Contract Year	Estimated Annual NTE
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Total NTE	$

Section 2: Optional 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 3: Contingent or Recovery-Based Fees – Propose a breakdown of your anticipated recovery-based fee formula(s), if applicable.

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 bid due date. I further acknowledge that all pricing submitted via this form and entered in the Planet Bids system is complete and binding; however, final compensation shall be subject to negotiation and approval by the City in accordance with the terms of this RFP. I certify that I have read and understood all requirements of this RFP.

Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

HDL COREN & CONE

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
HDL COREN & CONE

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and HDL COREN & CONE, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Eighteen Thousand Nine Hundred Seventy-Five Dollars ($118,975.00)** plus 25% of net property tax revenues recovered by Consultant not to exceed $10,000 (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:

Paula Cone	President
(Name)	(Title)

Nichole Cone-Morishita	Vice President
(Name)	(Title)
David Schey	Vice President
(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 Antonio Velasco, Revenue 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, 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; rjl]

CONSULTANT:

HDL COREN & CONE, a California corporation

By:_____
Name: Paula Cone
Title: President

By:_____
Name: Nichole Cone-Morishita
Title: Chief Financial Officer
Address: 120 S. State College Blvd., Suite 200
Brea, CA 92821

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services to provide professional property tax consulting, auditing, forecasting, and revenue recovery services to the City. Services shall ensure accurate reporting, maximize property tax revenues, identify potential errors or omissions, and provide ongoing consultation and support for fiscal and economic planning.

A. General Services

1. Review the City's Municipal Code and ordinances related to property tax.

2. Advise City staff on strategies to enhance property tax revenues and recover any lost or misallocated revenue.

3. Evaluate revenue-generating elements of the City's economic base, including land parcels, major buildings, and other property users.

4. Provide short-term and long-term property tax revenue forecasts, including alternative scenarios for budget and fiscal planning.

5. Provide access to web-based property tax portal and the City's CAFR Statistical Section Package annually.

6. Meet with City officials as needed to review findings, recommendations, and reporting results.

B. Property Tax Review and Audit Services

1. Review and analyze property tax records to identify errors, omissions, or deficiencies affecting City revenues.

2. Examine County Accessor rolls (secured and unsecured) to verify parcel valuations, tax allocations, and correct Tax Rate Area assignments.

3. Identify inconsistencies on the unsecured roll, including incorrect mailing addresses, value reductions, or missing data, covering both current and historical tax years where additional revenue is collectible.

4. Document and substantiate errors/omissions to facilitate recovery from prior periods, including applicable interest and penalties; file necessary audit results with the County Assessor in a timely manner.

5. Cross-reference parcels with City building permit activity and project completions to identify properties that should have been reassessed, providing both summary and parcel-level reports.

6. Track and ensure timely reassessments following property transfers or new construction; notify the City and County of any delays.

7. Monitor major property tax assessment appeals and provide recommendations as appropriate.

8. Monitor and analyze Proposition 8 parcels and advise City staff on potential revenue impacts.

9. Provide and maintain software for City staff to access parcel-level property tax data, with training and support, and integrate with City GIS systems as needed.

10. Analyze and reconcile County Assessor valuation reports with Auditor-Controller property tax allocation reports annually or upon request.

11. Prepare annual property tax budget projections and updated for secured, unsecured, in-lieu Vehicle License Fee, and miscellaneous taxes, including administrative costs, pass throughs, and City share of the 1% General Tax Levy.

12. Provide quarterly updates on property sales transactions and market trends affecting property tax revenue.

13. Generate detailed analytical reports, as requested, in formats, such as PDF, Excel, CSV, or Access. Reports may include:

    (a) Parcel listings by value or tax amount.

    (b) Pre-Proposition 13 assessments.

    (c) Home sales and property transfers.

    (d) Market and turnover trends.

    (e) Parcel splits/mergers.

    (f) Top taxpayers (summary and detail).

    (g) Government-owned, multiple, or absentee-owned parcels.

    (h) Appeal, foreclosure, and delinquency data.

    (i) Non-residential new construction trends.

    (j) Comparisons of properties in the City vs. redevelopment project areas.

C. Reporting, Forecasting, and Legislative Monitoring

1. Meet with City staff annually (preferably in the Fall) to review property tax reports and budget projections.

2. Generate specialized reports with historical data spanning 10 years or more.

3. Track bills and pending legislation affecting property tax revenues starting each March and provide monthly summaries, status updates, and impact analyses.

4. Provide the unsecured tax roll to assist the City in identifying personal property owners without business licenses.

5. Advise on additional methods for leveraging County Assessor data and City records to ensure full property tax revenue collection (e.g., business licenses, construction permits, cost-of-service fees).

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

A. Regular and as needed property tax audit and analysis reports, including identified errors, recovery opportunities, and revenue impacts.

B. Short and long-term property tax revenue forecasts, including alternative scenarios for budget planning.

C. Access to web-based property tax software/portals and training for City staff.

D. Annual and quarterly summaries of market trends, parcel data, and assessed valuations.

E. Reports in City-requested formats (PDF, Excel, CSV, Access) to support fiscal, economic, and community development planning.

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. As requested by the 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. Paula Cone, President

B. David Schey, Vice President

C. Nichole Cone-Morishita, Vice President

D. Darren Hernandez, Principal

E. Joel Hermann, Principal

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

"2.4 Invoices.

On a quarterly basis, ~~Each month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding ***quarter*** ~~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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at the following rates:

	Base	Audit Findings	Total
Year 1	$20,995.00	$1,565.00	$22,560.00
Year 2	$21,595.00	$1,565.00	$23,160.00
Year 3	$22,220.00	$1,565.00	$23,785.00
Year 4	$22,845.00	$1,565.00	$24,410.00
Year 5	$23,495.00	$1,565.00	$25,060.00
Total	**$111,150.00**	**$7,825.00**	**$118,975.00**

II. Property Tax Recovery Fees

In addition to the above, Consultant shall receive an additional 25% of net tax revenues recovered for the City in the audits performed over the period of time allowable by State statute. Net tax revenues mean the revenue allocated due to the value recovered, times 1% times the City's share of the 1% revenue. In the Successor Agency, any recoveries would be net of pass through payments and any other obligations with first call on the recovered revenue. The recovery fees shall not exceed $10,000.

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

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

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.

V. The total compensation for the Services shall not exceed $118,975.00 plus 25% of net property tax revenues recovered by Consultant not to exceed $10,000, as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT C-1
RATE SCHEDULE

Rates are the same for Years 1-5:

	Hourly Rate
Partner	$250
Principal	$225
Programmer	$200
Associate	$175
Senior Analyst	$125
Analyst	$90
Administrative	$70

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

A. Services will be continuous, on-going and as directed by the Contract Officer.

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

A. Regular and as needed property tax audit and analysis reports, including identified errors, recovery opportunities, and revenue impacts.

B. Short and long-term property tax revenue forecasts, including alternative scenarios for budget planning shall be delivered to the City no later than April 1 each year.

C. Annual and quarterly summaries of market trends, parcel data, and assessed valuations shall be delivered to the City no later than February 1 each year.

D. Reports in City-requested formats (PDF, Excel, CSV, Access) to support fiscal, economic, and community development planning – as needed.

E. Track bills and pending legislation affecting property tax revenues and provide monthly summaries, status updates, and impact analyses – ongoing basis.

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CLERK {{division}}

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, THE BOARD OF THE CARSON HOUSING AUTHORITY, AND THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER CARSON REDEVELOPMENT AGENCY, ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF CARSON, THE CARSON HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY

I. SUMMARY

The City currently does not have its own Records Retention Schedule, and defers to the California Secretary of State Local Government Records Management Guidelines. As the City grows and digital data increases, relying on broad and generic state guidelines has led to inconsistencies in how records are stored and when they are purged, and inefficiencies resulting from storage of excessive physical records. Establishing a localized schedule is a critical step toward modernizing the City's administrative infrastructure while ensuring compliance with applicable law. In addition to organization and modernization, a long-term benefit is that the City will reduce costs related to off-site physical storage and digital server space by authorizing the timely destruction of obsolete records.

Beyond simple compliance, the City's retention schedule will foster greater transparency to the community by providing an easy and clear understanding of how and what records are retained, assist our City Clerk in prioritizing the proper protection and digital backup of documents vital to the operations and history of the City, help the City resume operations with ease in the event of an emergency, facilitate ease of retrieval and review of retained records when needed, and reduce the significant amount of time spent searching through unorganized legacy data.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-021, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE BOARD OF THE CARSON HOUSING AUTHORITY, AND THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER CARSON REDEVELOPMENT AGENCY, ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF CARSON, THE CARSON HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY"

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

Currently, the City does not have a customized internal policy for record-keeping. Instead, the City defers to the California Secretary of State Local Government Records Management Guidelines. While the State guidelines provide a baseline for legal compliance, they often lack the specificity required to address the unique operational workflows and departmental needs of our local government. The proposed Records Retention Schedule provides clear and detailed retention periods for all types of City, Successor Agency and Housing Authority records. CRA records would be the subject of a separate CRA records retention schedule adopted by the CRA Board.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution No. 26-021 - Adoption of Records Retention Schedule
2. Proposed Records Retention Schedule - Exhibit A to Resolution No. 26-021

Attachments

Resolution No. 26-021 - Adoption of Records Retention Schedule

Records Retention Schedule - Exhibit A to Resolution No. 26-021.pdf

RESOLUTION NO. 26-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, THE BOARD OF THE CARSON HOUSING AUTHORITY, AND THE BOARD OF THE SUCCESSOR AGENCY TO THE FORMER CARSON REDEVELOPMENT AGENCY, ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF CARSON, THE CARSON HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY

WHEREAS, the City of Carson ("City"), the Carson Housing Authority ("HA"), and the Successor Agency to the former Carson Redevelopment Agency ("SA") have an obligation to maintain and store records in accordance with applicable laws and regulations and accepted records management practices;

WHEREAS, a records retention schedule is an agency's legal authority to dispose of official records that no longer have administrative, legal, fiscal or historical value and are eligible for destruction by law; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the City, HA and SA continue to store an unnecessarily large volume of records, both in paper copy and electronically, due to their current lack of a clear records retention schedule identifying all the types of records created and maintained by such agencies; and

WHEREAS, the maintenance of excessive or unnecessary records is expensive, inefficient, and slows document retrieval, and

WHEREAS, through the adoption of this Resolution, the City Council, acting also as the HA Board and SA Board, desires and intends to adopt a comprehensive records retention schedule which sets forth the records retention and destruction requirements for the City, the HA and the SA.

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

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

Section 2. The City Council, acting also as the HA Board and SA Board, hereby adopts the Records Retention Schedule attached hereto as Exhibit "A" for the City, the HA and the SA.

Section 3. The adoption of the Records Retention Schedule attached hereto as Exhibit "A" is intended to replace and supersede any and all previously-adopted records

retention schedules of the City, the HA and/or the SA.

Section 4. Updates are hereby authorized to be made to the Records Retention Schedule attached hereto as Exhibit "A," without any further action by the City Council, HA Board or SA Board, with the consent of the applicable Department Head, City Clerk/HA/SA Secretary, City/HA/SA Attorney, and City Manager or HA/SA Executive Director, as applicable.

Section 5. 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 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 7. This Resolution shall be effective immediately upon its adoption.

[signatures on the following page]

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2026.

APPROVED AS TO FORM: CITY OF CARSON:

_____ _____
Sunny K. Soltani, City/HA/SA Attorney Lula Davis-Holmes, Mayor/Chair

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk/Agency Secretary

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. 26-021 adopted by the City of Carson City Council at its meeting held on _____ ____, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

Records Retention Schedule

[to be attached]

RECORDS RETENTION SCHEDULE

Employees are required to review both the images and the indexes, ensure the electronic record contains all significant details from the original, and be an adequate substitute for the original document for all purposes.

Destroy paper documents after they have been reviewed, imaged, and uploaded to a trustworthy electronic record.

If there are legal requirements for the electronic record to serve as the official (original) record, the electronic record is also placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM, or microfilmed) which is stored in a safe and separate location.

Media Options *(guideline)*:

Mag = Electronic Computer Magnetic Media (such as Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper, Mylar, Linen, "Hard Copy"
OD = Optical Disk or other Unalterable Media which does not allow changes

Other requirements, such as Litigation Holds, may apply. Please contact the City Attorney for any questions.

Legend for legal citations (§: Section)

CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS
(Used by ALL Departments)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention p iods					
CITY-WIDE (Used by ALL Departments)					
Lead Dept.	CW-001	Affidavits of Publication/Affidavits of Posting Notices/ Legal Advertising/Notices/Proofs of Publications/Public Hearing Notices	**2 years**	Mag, Mfr, OD, Ppr	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, CCP 54960.1(c)(1), CCP Section 337
Lead Dept. (Managing the Agreement / Contract)	CW-002	Agreements / Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, Insurance Certificates, Certified Payrolls, Project Schedules, Successful Proposal, etc.) The City Clerk is the Office of Record for all agreements approved by the City Council	**Completion + 10 years or After Funding Agency Audit, if required, whichever is longer**	Mag, Mfr, OD, Ppr	Department preference; Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Cont Developers=completion + 10 years; CCP §337 et. seq., 92.505, & 570.502(b), GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-003	Agreements / Contracts: **ADMINISTRATION (WITHOUT Grant Funding)** (Project Administration, , Certified Payrolls, Project Schedules, Successful Proposal, etc.) The City Clerk is the Office of Record for all agreements approved by the City Council	**Completion + 10 years**	Mag, Mfr, OD, Ppr	Department preference; Covers E&O Statute of Limitations; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept. (Managing the Agreement / Contract)	CW-004	Agreements / Contracts: **NOT APPROVED BY THE CITY COUNCIL** *Agreement / Contract includes all contractual obligations (e.g. Scope of Work / all attachments / exhibits)* The City Clerk is the Office of Record for all agreements approved by the City Council.	**Completion + 10 years**	Mag, Mfr, OD, Ppr	Department preference; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), GC §34090
Lead Dept. (Managing the Agreement / Contract)	CW-005	Agreements / Contracts: UNSUCCESSFUL BIDS, PROPOSALS / RESPONSES to RFPs (Request for Proposals) / RFQs (Request for Qualifications) that don't result in a contract	**2 years**	Mag, Mfr, OD, Ppr	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090
Lead Dept. (Managing the RFP)	CW-006	Bid Bonds	**Release of Bond / Letter of Credit**	Mag, Mfr, OD, Ppr	Security; GC §34090
Lead Dept.	CW-007	Boards, Commissions, / Committees: External Organizations / Regional Boards / Commissions - Agendas, Minutes, Resolutions, / other documents (e.g. County Board of Supervisors)	**When No Longer Required**	Mag, Ppr	Non-records
Staffing Dept.	CW-008	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Staffing Dept.	CW-009	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council Recordings	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Staffing Dept.	CW-010	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council MINUTES	**2 years**	Mag, Mfr, OD, Ppr	Department maintains originals; GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Staffing Dept.	CW-011	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the City Council Recordings	**2 years**	Mag	Department preference; video recordings of meetings are required for 90 days; GC §34090.7
Lead Dept.	CW-012	Cash Receipts / Detail Backup of Revenue in Departments / Petty Cash Backup / Credit Card Payment Receipts	**5 years**	Mag, Ppr	Not forwarded to Finance; Department preference; meets municipal government auditing standards; GC §34090
Staffing Dept.	CW-013	Committees: Employee Committees, Employee Staff Meetings / Department Staff Meetings AGENDAS / MINUTES (if Agenda or Minutes are created)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Staffing Dept.	CW-014	Committees: Subcommittees of the City Council (Ad-Hoc / Standing Committees) AGENDAS / MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	CCP 60201(d)(12)
Lead **(Responding)** Dept.	CW-015	Complaints / Concerns Database / CRM Database / Neighborhood Connections	**2 years**	Mag, Mfr, OD, Ppr	Claims must be filed in 6 months, GC §34090
Dept. that **Authors** Document or Receives the City's Original Document	CW-017	Correspondence - ROUTINE (IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business) (e.g. email / email/text messages with SUBSTANTIVE content, Letters, Memorandums, Administrative Files, Press Releases, Media Releases	**2 years**	Mag, Mfr, OD, Ppr	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Dept. that Authors Document or Receives the City's Original Document	CW-018	Correspondence - Interagency / Intraagency Memoranda retained in the ordinary course of business (e.g. calendars, checklists, e-mail / email, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, Teams videoconference chats, notes / recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, reproduction request forms, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)	**2 Years**	Mag, Ppr	Electronic and paper records are categorized, filed and retained based upon the C**ONTENT of the record. Records where either the CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business**, or ARE made or retained for the purpose of preserving the informational content for future reference **are SAVED by placing them in an electronic or paper (project) file folder and retained for the applicable retention period**. If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705.; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017).
Lead Dept.	CW-019	Drafts / Notes: Drafts that are revised (retain final version)	**After final version is completed**	Mag, Ppr	As long as the drafts and notes are not retained in the "Ordinary Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705
Lead Dept.	CW-020	GIS Database / Data / Layers (both City-wide / Specialized)	**When No Longer Required**	Mag	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department preference (Preliminary documents); GC §34090 et seq.
Lead Dept. (Managing the grant)	CW-021	Grants (UNSUCCESSFUL Applications, Correspondence)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept. (Managing the grant)	CW-022	Grants Administration / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations / procedures, reports to grant funding agencies, correspondence, audit records, completion records	**After Funding Agency Audit, if required - Minimum 5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), GC §34090
Lead Dept.	CW-023	Newspaper Clippings	**When No Longer Required**	Mag, Mfr, OD, Ppr	Non-records
Lead Dept.	CW-024	Overtime Approval Slips / Time Off Approvals	**2 years**	Ppr	Time Card is the final record retained by Payroll; GC §34090
Human Resources	CW-025	Personnel Files **(Department Copies)** Send all originals to Human Resources	**Copies - When No Longer Required**	Mag, Mfr, OD, Ppr	Originals are retained by Human Resources; GC §34090.7
Lead Dept.	CW-026	Personnel Files **(Supervisor's Notes)**	**After Incorporation into Performance Evaluation or Documented Discipline**	Mag, Mfr, OD, Ppr	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-027	Photographs	**2 years**	Mag, Ppr	Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept. (Who Uses the Vehicle)	CW-028	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	**2 years**	Ppr	GC §34090; 13 CCR 1234(c)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept.	CW-029	Prop. 218 (Property-based fees - Improvement Districts: **Notices / Mailing List** (Protest Letters / Ballots are tabulated by the City Clerk)	**2 years**	Mag, Mfr, OD, Ppr	GC §53753(e)(2)
Lead Dept. (Who Ordered the Appraisal)	CW-030	Real Estate Appraisal Reports: Property **NOT** purchased, Loans not funded, etc.	**2 years**	Mag, Mfr, OD, Ppr	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	CW-031	Real Estate Appraisal Reports: P**urchased** Property, Funded Loans	**Minimum 5 years**	Mag, Mfr, OD, Ppr	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); GC §34090
Lead Dept.	CW-032	Recorded Documents: Deeds, Easements, Final Order of Condemnation, Full Reconveyance, Liens, Notice of Completion, Rights of Way, etc.	**P**	Mag, Mfr, OD, Ppr	GC §34090(a)
Lead Dept.	CW-033	Reference Materials: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	**When No Longer Required**	Mag, Mfr, OD, Ppr	Non-Records
Lead Dept.	CW-034	Reference Materials: Internal Policies, Procedures, Handbooks, Manuals / O&M Manuals, Plans / Strategic Plans, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.): etc.: Produced by YOUR Department	**Minimum 2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Lead Dept.	CW-035	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals / O&M Manuals, Newsletters, Administrative Policies, Plans / Strategic Plans, Plans (if not provided in the schedule), Standard Operating Procedures (SOPs), Studies, Reports (if not provided in the schedule.): etc.: Produced by OTHER Departments	**When Superseded**	Mag, Mfr, OD, Ppr	Copies; GC §34090.7

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept.	CW-036	Reports, Studies (Historically significant - e.g., Zoning Studies)	**Permanent**	Mag, Mfr, OD, Ppr	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-037	Reports, Studies (other than Historically significant - e.g. Annual Reports)	**10 years**	Mag, Mfr, OD, Ppr	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept. (using the chemical)	CW-038	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	**30 years**	Mag, Mfr, OD, Ppr	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Lead Dept.	CW-039	Special Event Permits	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090 et seq.
Lead Dept.	CW-040	Special Projects / Subject Files/Issue Files	**Minimum 2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090 et seq.
Lead Dept.	CW-041	Subpoenas (appearance / duces tecum)	**2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090 et seq.
Lead Dept.	CW-042	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft / transitory record, / can be destroyed as drafts (When No Longer Required)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Lead Dept.	CW-043	Training Database (Vector Solutions / Target Solutions)	**Minimum Separation + 5 years**	Mag	Data is interrelated; LC §§1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept.	CW-044	Training EMPLOYEE RECORDS (If Records are Created - filed by Employee Name) Required Information by Employee for all Employee Training for Separation + 5 years: Employee Name Training Provider's Name Date Duration (length) Core Competencies / Skills Certifications / Qualification Documents	**Separation + 5 years**	Mag	LC §§1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)
Lead Dept.	CW-045	Training Presented by City Staff - COURSE RECORDS (Attendance Rosters / Sign-in Sheets, Outlines / Materials; includes Ethics, Fiscal & Financial, Harassment, Workplace Violence, Safety Training, Tailgates)	**5 years**	Mag, Mfr, OD, Ppr	Department preference; Meets OSHA requirements; Ethics, Fiscal & Financial, Harassment & Workplace Violence Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b), LC §6401.9(f)
Lead Dept.	CW-046	Volunteer / Unpaid Intern Applications / Agreements - Unsuccessful / Pending Applicants	**3 years**	Mag, Mfr, OD, Ppr	Courts may treat volunteers as employees in some actions; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept.	CW-47	Routine video monitoring	**30 days if the City keeps another record of the event recorded in the video medium, except that a video recording medium shall not be destroyed or erased for at least 90 days after occurrence of the event recorded thereon. 1 year if the City does not keep another record of the event recorded in the video medium.**		GC 34090.6-34090.7

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Lead Dept.	CW-048	Volunteer / Unpaid Intern Applications / Agreements (includes emergency contact information) - Successful Applicants	**Inactive / Separation + 3 years**	Mag, Mfr, OD, Ppr	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113

RECORDS RETENTION SCHEDULE: CITY CLERK
(Elections)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
CITY CLERK					
City Clerk	CC-001	Agenda Packets: City Council, Carson Reclamation Authority (CRA), Housing Authority, Public Financing Authority, former Redevelopment Agency / Successor Agency / Oversight Board Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR) and other documents presented in the Agenda Packet	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk	CC-002	Agreements / Contracts, Amendments - APPROVED BY THE CITY COUNCIL: AFTER SCANNING/IMAGING, / INFRASTRUCTURE, JPAs, MOUs Agreement / Contract includes all contractual obligations (e.g. Scope of Work / all attachments / exhibits) Examples of Infrastructure: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property / property restrictions, redevelopment, reservoirs, sewers, sidewalks, street / alley improvements, settlement, subdivisions, utilities, water, etc.	**10 years or 3 years after completion if contract is longer than 10 years**	Mag, Mfr, OD, Ppr	All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Clerk	CC-003	Bid Openings: Bid Register, Certificate of Posting (other records are copies)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk	CC-004	Board / Commission / Committee Maddy Act Lists / Vacancy Notices	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk	CC-005	Board / Commission / Committee Recruitment / Applications (All, whether appointed / not)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk	CC-006	Bonds: Labor & Materials Bonds, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	**Release of Bond / Letter of Credit**	Mag, Mfr, OD, Ppr	Security; GC §34090
City Clerk	CC-007	City Articles of Incorporation	**Permanent**	Mag, Ppr	Department preference; GC §34090
Risk Management	CC-008	Claim Forms	**2 years**	Mag, Mfr, OD, Ppr	Risk Management is the Office of Record for Claim Files; GC §34090
City Clerk	CC-009	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): DESIGNATED EMPLOYEES / CONSULTANTS (specified in the City's Conflict of Interest code)	**7 years**	Mag	City maintains original statements; GC §81009(e)&(g)
City Clerk	CC-010	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ELECTRONICALLY FILED /DATABASE	**Permanent**	Mag, Mfr, OD, Ppr	Department preference; Only Campaign Statements filed electronically are required for 10 years; GC §81009(f)(g); GC §84615
City Clerk	CC-011	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): PUBLIC OFFICIALS / 87200 FILERS (elected / not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer / City Attorney)	**7 years**	Mag, Mfr, OD, Ppr	Must post on website; GC §81009(e)
City Clerk	CC-012	FPPC Form 801 (Gift to Agency Report)	**7 years**	Mag	Should post on website for 4 years; GC §81009(e)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Clerk	CC-013	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	**7 years**	Mag, Ppr	GC §81009(e)
City Clerk	CC-014	FPPC Form 803 (Behested Payment Report)	**7 years**	Mag, Mfr, OD, Ppr	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
City Clerk	CC-015	FPPC Form 806 (Agency Report of Public Official Appointments)	**7 years**	Mag, Mfr, OD, Ppr	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009€
CITY CLERK/ELECTIONS					
City Clerk / Elections	CC-016	Campaign Filings (FPPC 400 Series Forms / Form 501): SUCCESSFUL CANDIDATES (Elected Officials)	**Permanent**	Mag, Mfr, OD, Ppr	GC §81009(b)&(g)
City Clerk / Elections	CC-017	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES	**Permanent**	Mag, Mfr, OD, Ppr	Candidates without committees are not required to file their statements, reports or copies online or electronically; Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk / Elections	CC-018	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED - WITH / WITHOUT Committees	**Permanent**	Mag, Mfr, OD, Ppr	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Statements filed electronically are required for 10 years; GC §81009(b)&(g); GC §84615
City Clerk / Elections	CC-019	Campaign Filings (FPPC 400 Series Forms): THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK (copies)	**Permanent**	Mag, Mfr, OD, Ppr	GC §81009(f)&(g)
City Clerk / Elections	CC-020	Campaign Filings (FPPC 400 Series Forms): OTHER COMMITTEES (PACS - not candidate- controlled)	**Permanent**	Mag, Mfr, OD, Ppr	GC §81009(c)&(g)
City Clerk / Elections	CC-021	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - SUCCESSFUL CANDIDATES	**Term of Office + 4 years**	Mag, Mfr, OD, Ppr	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk / Elections	CC-022	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - UNSUCCESSFUL CANDIDATES	**Election + 4 years**	Mag, Mfr, OD, Ppr	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Clerk / Elections	CC-023	Elections - GENERAL, WORKING / ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the City Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations / Precinct Board Members, Notices, Postings, etc.)	**Minimum 2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk / Elections	CC-024	Elections - HISTORICAL Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk / Elections	CC-025	Elections - Petitions (Initiative, Recall / Referendum) - IF INSUFFICIENT - IF Examined by Proponents	**Final Examination + 1 year after**		Not accessible to the public;1 year after examination if the proponents choose to examine the petitions, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-026	Elections - Petitions (Initiative, Recall / Referendum) - IF INSUFFICIENT - NOT Examined by Proponents	**Determination of Insufficiency + 8 months**	Ppr	Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-027	Elections - Petitions (Initiative, Recall / Referendum) - IF SUFFICIENT	**Results + 8 months**	Ppr	Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk / Elections	CC-028	Elections - Prop. 218 (Property-based fees - Improvement Districts: Protest Letters / Ballots, Tabulation (Notices / Mailing lists are retained in the Lead Dept.)	**2 years**	Mag, Mfr, OD, Ppr	GC §53753(e)(2)
(End of Elections Section)					
City Clerk	CC-029	Ethics Training Certificates, Fiscal and Financial Training Certificates for City Council, Board / Commission Members	**5 years**	Mag, Mfr, OD, Ppr	GC §§ 3105, 12946, 12960, 34090, 53235.2(b), 53238.3(b)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Clerk	CC-030	Historical Records / Archives, Photographs, / Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	**Permanent**	Mag, Mfr, OD, Ppr	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Clerk	CC-031	Minutes: City Council, Carson Reclamation Authority (CRA), Housing Authority, Public Financing Authority, former Redevelopment Agency / Successor Agency / Oversight Board	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e); GC 60201(d)(12)
City Clerk	CC-032	Oaths of Office / Disaster Service Worker Oaths (Council, Board and Commission Members)	**Separation + 4 years**	Mag, Mfr, OD, Ppr	Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 26202; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-033	Ordinances	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
City Clerk	CC-034	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall / Referendum Petitions	**8 months**	Mag, Ppr	Elections Code §17200
City Clerk	CC-035	Public Records Requests / Subpoenas Duces Tecum / Summons	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Clerk	CC-036	Recordings: AUDIO Recordings: City Council, Carson Reclamation Authority (CRA), Housing Authority, Public Financing Authority, former Redevelopment Agency / Successor Agency / Oversight Board	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
City Clerk	CC-037	Recordings: Recordings: City Council, Carson Reclamation Authority (CRA), Housing Authority, Public Financing Authority, former Redevelopment Agency / Successor Agency / Oversight Board	**90 dayss**	Mag	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Clerk	CC-038	Records Destruction Authorization Forms / Certifications (All Departments)	**10 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
City Clerk	CC-039	Records Retention Amendment Authorization Forms	**10 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
City Clerk	CC-040	Redistricting Web Page / Council District Boundary Web Page (Map, Redistricting Process, Agendas, Calendars, Notice, etc.)	**10 years**	Mag, Ppr	EC §21160(i); GC §34090
City Clerk	CC-041	Resolutions: City Council, Carson Reclamation Authority (CRA), Housing Authority, Public Financing Authority, former Redevelopment Agency / Successor Agency / Oversight Board	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)

RECORDS RETENTION SCHEDULE: CITY MANAGER

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
CITY MANAGER					
City Manager	CM-001	Human Relations Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Manager	CM-002	Human Relations Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
City Manager	CM-003	Human Relations Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
City Manager	CM-004	Project Files / Subject Files (Subject will change over time) If Content relates in a SUBSTANTIVE way to the conduct of the public's business	**Minimum 2 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
City Manager	CM-005	Women's Issues Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Manager	CM-006	Women's Issues Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
City Manager	CM-007	Women's Issues Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Finance	CM-008	Travel Records / Expense Reports	**Copies - When No Longer Required**	Mag, Mfr, OD, Ppr	Original signed documents are submitted to Finance for processing and official recordkeeping. Scanned copies are maintained by Finance as the record copy.

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
CITY MANAGER/GOVERNMENT AFFAIRS					
City Manager / Government Affairs	CM-009	Grant Application Evaluations (see City- wide for the retention of Successful Grants)	**When No Longer Required**	Mag, Mfr, OD, Ppr	Preliminary drafts / Content Not Substantive; GC §34090
City Manager / Government Affairs	CM-010	Legislative Advocacies, Support / Opposition to proposed Federal / State Legislation	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Manager / Government Affairs	CM-011	Proclamations / Certificates of Recognition, etc.	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
CITY MANAGER/HOUSING					
City Manager / Housing	CM-012	Deferred Maintenance Loans (includes Liens and Releases)	**Permanent**	Mag, Mfr, OD, Ppr	Liens must be maintained permanently; GC §34090(a)
City Manager / Housing	CM-013	Fair Housing - Landlord / Tenant Mediation - Contracted to Housing Rights Center (HRC)	**Minimum 5 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
City Manager / Housing - Given to Code Enforcement	CM-014	Foreclosure Notices / Neighborhood Pride Program (NPP):	**2 years**	Mag, Mfr, OD, Ppr	Code Enforcement monitors property to ensure proper maintenance; GC §34090
City Manager / Housing	CM-015	Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.	**Superseded + 5 years**	Mag, Mfr, OD, Ppr	24 CFR 91.105(h); 24 CFR 92.508(a); GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Manager / Housing	CM-016	Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc. WITHOUT a Recapture / Resale Restriction Includes Deeds and Trust Deeds (In the past, deeds were sent to the City Clerk)	**Loan Pay- off OR Forgiveness + 5 years**	Mag, Mfr, OD, Ppr	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; GC §34090
City Manager / Housing	CM-017	Housing Programs: Affordable Housing Projects, Rehabilitation, CDBG-funded Housing Projects Examples: &HOME, Housing Rehabilitation, Lead-Based Paint, etc. WITH a Recapture / Resale Restriction Includes Deeds and Trust Deeds (In the past, deeds were sent to the City Clerk)	**5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer**	Mag, Mfr, OD, Ppr	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 92.508(a)(c)(2); GC §34090
City Manager / Housing	CM-018	Loan Applications Denied, Cancelled or Withdrawn (First Time Home Buyers, Life/Safety, Rehabilitation, HOME, etc.)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
CITY MANAGER/PUBLIC INFORMATION OFFICER (PIO)					
Lead Dept.	CM-019	City Publications / Completed Graphic Design Projects - WITH SIGNIFICANT HISTORICAL VALUE	**Permanent**	Mag, Mfr, OD, Ppr	The Customer (Lead Department) is responsible for retaining the final record for retention period; GC §34090
City Manager / PIO	CM-020	Newspaper Clippings / Media Clippings	**When No Longer Required**	Mag, Mfr, OD, Ppr	Non-records - may be obtained from the newspaper company; GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
City Manager / PIO	CM-021	Public Relations Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
City Manager / PIO	CM-022	Public Relations Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
City Manager / PIO	CM-023	Public Relations Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
City Manager / PIO	CM-024	Public Relations / Press Releases / News Releases / Articles written by the City	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
CITY MANAGER/MULTI-MEDIA					
City Manager / Multi-Media	CM-025	PEG Channel Programming (Public, Educational, / Government Access Television) Programming / Community Programming / Government Access Channel Programming	**When No Longer Required**	Mag, Mfr, OD, Ppr	Only recordings of "regular and ongoing operations" or those that are considered "duplicate records" (e.g. public meetings) can be destroyed after 100 days or 90 days; GC §§34090 et seq., 34090.6 and 34090.7
City Manager / Multi-Media	CM-026	Graphic Design Final Records	2 years	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: CARSON SUCCESSOR AGENCY
(former Redevelopment Agency Project Files)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
CARSON SUCCESSOR AGENCY					
City Clerk	CRA-001	Agenda Packets, Agreements / Contracts, Covenants, Conveyances of Real Property / CC&Rs, FPPC Filings, Minutes, Notices, Recordings of Meetings, Real Property Records, Resolutions	**Copies - When No Longer Required**	Mag, Mfr, OD, Ppr	City Clerk retains originals; GC §34090
Carson Successor Agency	CRA-010	Redevelopment Projects / Project Areas (Ensure Planning has all Environmental Documents, Engineering has all CIP Projects, / City Clerk has all Real Property records for Permanent retention)	**Completion + 10 years**	Mag, Mfr, OD, Ppr	GC §34090
Carson Successor Agency	CRA-011	Redevelopment Projects / Project Areas CIP Projects built by Redevelopment Agency, if any	**Send to Engineering**	Mag, Mfr, OD, Ppr	GC §34090
Carson Successor Agency	CRA-012	Redevelopment Projects / Project Areas Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.	**Send to Planning**	Mag, Mfr, OD, Ppr	GC §34090
Carson Successor Agency	CRA-013	Redevelopment Projects / Project Areas Real Property: Deeds, Easements, Rights of Way	**Send to City Clerk**	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY and ECONOMIC DEVELOPMENT
(Building, Economic Development, Planning)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
COMMUNITY and ECONOMIC DEVELOPMENT / BUILDING & SAFETY (Contracted with Transtech Engineers since 7/2023, LA County prior)					
Lead Dept.	CED-001	Permit Database (Tyler EPL - Enterprise Permitting & Licensing; LA County is Legacy	**Permanent**	Mag, Mfr, OD, Ppr	Data is interrelated; CBC §§ 1.8.4.3.1, 104.7, and 107.5 Building Permits are required to be retained Permanently, or Life of the Structure; GC §34090, H&S §19850
Community & Econ. Develop./Planning	CED-002	Address Files / Building Permits / Applications	**After documents have been uploaded unto Tyler Munis**	Mag, Mfr, OD, Ppr	GC §34090, CBC §104.7, H&S §19850
Community & Econ. Develop./Planning	CED-003	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	**After documents have been uploaded unto Tyler Munis**	Mag, Mfr, OD, Ppr	For the life of the building for commercial and common interest dwellings only; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S §19850
Community & Econ. Develop./Planning	CED-004	Building Plans - Cancelled / Withdrawn AFTER Building Permit Issuance	**Upon Cancellation or Withdrawal**	Mag, Mfr, OD, Ppr	Preliminary drafts not retained in the ordinary course of business; CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S§19850, GC §34090
Community & Econ. Develop./Planning	CED-005	Building Plans - Cancelled / Withdrawn PRIOR to Building Permit Issuance	**Upon Cancellation or Withdrawal**	Mag, Mfr, OD, Ppr	Preliminary drafts not retained in the ordinary course of business; CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S §19850, GC §34090
Community & Econ. Develop./Planning	CED-006	Building Plans - Expired	**After documents have been uploaded unto Tyler Munis**	Mag, Mfr, OD, Ppr	CBC §§ 1.8.4.3.1, 104.7 and 107.5; H&S §19850, GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community & Econ. Develop./Planning	CED-007	Building Plans - Finalized - TENANT IMPROVEMENTS	**After documents have been uploaded unto Tyler Munis**	Mag, Mfr, OD, Ppr	Retention for the life of the building for commercial and common interest dwellings only; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S §19850, GC §34090
Community & Econ. Develop./Planning	CED-008	Building Plans - Finalized - SINGLE FAMILY RESIDENTIAL (All Finalized)	**180 days**	Mag, Mfr, OD, Ppr	Plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC §§ 1.8.4.3.1, 104.7 & 107.5, H&S §19850, GC §34090
Community & Econ. Develop./Planning	CED-009	California Building Codes / Uniform Building Codes	**While Ordinance is in Force**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-010	Certificate of Occupancy (CofO)	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-011	Copyright Release Forms / Requests / Permissions to Receive Copies of Plans (to / from Architects)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-012	Correction Notices - Building	**After corrected + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-013	Energy Calculations	**After project is completed + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-014	Geotechnical / Soils Reports	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-015	Plan Check Comments	**When Permit is Finalized + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-016	Stop Work Notices	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-017	Structural Calculations	**When Project is finalized + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
COMMUNITY and ECONOMIC DEVELOPMENT / ECONOMIC DEVELOPMENT					

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community & Econ. Develop./Planning	CED-018	Economic Development Projects: Business Recruitment, Expansion, Retention, Small Business Programs, Commercial Project Proposals and Approvals, Economic Reports and Market Analyses	**Minimum 2 years**	Mag, Mfr, OD, Ppr	GC §34090
RECORDS RETENTION SCHEDULE: COMMUNITY and ECONOMIC DEVELOPMENT/PLANNING					
Community & Econ. Develop. / Planning	CED-019	Permit Database (Tyler EPL - Enterprise Permitting & Licensing; LA County is Legacy)	**Permanent**	Mag, Mfr, OD, Ppr	Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850
Community & Econ. Develop. / Planning	CED-020	Planning Projects - Discretionary / Ministerial - Approved Permanent Entitlements / Permits (Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, Uniform Development Application, etc.) Examples: Conditional Use Permits (CUPs); Development Permits; General Plan / General Plan Amendments; Lot Line Adjustment; Sign Permits; Specific Plan; Tentative Subdivision Maps / Parcels Maps; Use Permits; Variance; Zoning Clearance; Zoning Ordinance / Updates	**Permanent**	Mag, Mfr, OD, Ppr	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
Community & Econ. Develop. / Planning	CED-021	Planning Project Files - Cancelled / Expired / Withdrawn	**Cancellation, Expiration or withdrawal + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-022	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop./Planning	CED-023	Annexations / Boundaries / Consolidations / LAFCO	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-024	Census, Demographics	**When No Longer Required**	Mag, Mfr, OD, Ppr	(Non-Records - Census Bureau is OFR)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community & Econ. Develop. / Planning	CED-025	Director Approvals (Minor - does not go to Planning Commission) - FINAL APPROVAL LETTERS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Community & Econ. Develop. / Planning	CED-026	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - Where Planning is the Lead Correspondence / staff notes that provide insight into the project / the agency's CEQA compliance with respect to the project	**Project Approval or Denial + 2 years**	Mag, Mfr, OD, Ppr	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." *Golden Door Properties, LLC v. Superior Court of San Diego County* (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Community & Econ. Develop. / Planning	CED-027	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA Inside City boundaries - Where Planning is the Lead	**5 years**	Mag, Mfr, OD, Ppr	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c)
Community & Econ. Develop. / Planning	CED-028	General Plan Advisory Committee AGENDAS & AGENDA PACKETS	**2 years**	Mag, Mfr, OD, Ppr	Original Staff Reports are filed in the project file; GC §34090
Community & Econ. Develop. / Planning	CED-029	General Plan Advisory Committee RECORDINGS - Meetings / Audio Tapes	**90 days**	Mag	State law only requires for 30 days GC §54953.5(b) but also subject to GC §34090
Community & Econ. Develop. / Planning	CED-030	General Plan Advisory Committee MINUTES & BYLAWS	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Community & Econ. Develop. / Planning	CED-031	General Plan, Elements / Amendments / Master Plans, Specific Plans, Land Use Plans / Amendments; General Plan Interpretations	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-032	Historical Designations / Historical Landmarks	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-033	Materials Boards	**When No Longer Required**	Mag, Mfr, OD, Ppr	Non-records
Community & Econ. Develop. / Planning	CED-034	Mobilehome Park Rental Review Board, Relocation Appeals Board AGENDAS & AGENDA PACKETS	**2 years**	Mag, Mfr, OD, Ppr	Original Staff Reports are filed in the project file; GC §34090
Community & Econ. Develop. / Planning	CED-035	Mobilehome Park Rental Review Board, Relocation Appeals Board Recordings - Meetings / Audio Tapes	**After appeal is completed + 2 years**	Mag	State law only requires for 30 days §54953.5(b); also subject to GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community & Econ. Develop./Planning	CED-036	Mobilehome Park Rental Review Board, Relocation Appeals Board **MINUTES & BYLAWS**	**After appeal is completed + 2 years**	Mag, Mfr, OD, Ppr	GC §34090(e)
Community & Econ. Develop. / Planning	CED-037	Planning Commission - AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Community & Econ. Develop. / Planning	CED-038	Planning Commission - MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Community & Econ. Develop. / Planning	CED-039	Planning Commission - Recordings - of Meetings / Audio Tapes	**90 days**	Mag	Recordings of meetings are required for 90 days GC §34090.7 but also subject to GC §34090
Community & Econ. Develop. / Planning	CED-040	Temporary Use Permits issued by Planning (Approved / Unapproved)	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-041	Zoning Clearance Forms / Zoning Verification Letters	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED- 042	Zoning Maps (Historically Significant)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	CED-043	Zoning Ordinance Amendments / Zone Changes	**2 years**	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES
(Human Services, Parks, Parks Maintenance, Recreation)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
COMMUNITY SERVICES (Human Services, Parks, Parks Maintenance, Recreation)					
Community Services	CS-001	Registration Database - Recreation Applications, Waivers, Registration (ActiveNet)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Lead Dept. (Responsible for the Work)	CS-002	Work Orders / Service Requests CMMS DATABASE (Computerized Maintenance Management System) / CRM DATABASE / ASSET MANAGEMENT DATABASE	**5 years**	Mag, Mfr, OD, Ppr	Data is interrelated; Databases where sewer records may be stored are required for 5 years; CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Dept. (Responsible for the Work)	CS-003	Work Orders / Service Requests - All Information Entered in CMMS Database / CRM DATABASE / ASSET MANAGEMENT DATABASE (Paper drafts)	**When No Longer Required**	Mag, Mfr, OD, Ppr	Database is the original; GC §34090
Lead Dept. (Responsible for the Work)	CS-004	Work Orders / Service Requests - NOT entered in CMMS Database / CRM DATABASE / ASSET MANAGEMENT DATABASE (/ partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	**5 years**	Mag, Mfr, OD, Ppr	May contain sewer records, which are required for 5 years; SWRCB Order 2022-0103-DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Human Resources/ Risk Management	CS-005	Accident ReportS/Incident Reports / Disruptive Patrons	**Send to Risk Management**	Mag, Mfr, OD, Ppr	GC §34090.7
Community Services	CS-006	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	**2 years**	Mag, Mfr, OD, Ppr	GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community Services	CS-007	Contracts for Performances/Instructors	**4 years**	Mag, Mfr, OD, Ppr	CCP §337
Community Services	CS-008	Evaluations / Surveys (Programmatic Evaluations of Art, Recreation / Theatre programs)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090 et. seq.
Community Services	CS-009	Facility Use Requests / Field Rentals / Facility Use Applications / Permits (Includes Insurance Certificates / ABC Permits where appropriate)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090 et. seq.
Community Services	CS-010	Liability Waivers (if separate from another record)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-011	Parks, Recreation and Cultural Arts Commission - AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-012	Parks, Recreation and Cultural Arts Commission - MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Community Services	CS-013	Parks, Recreation and Cultural Arts Commission Recordings - Meetings/Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Lead Dept. (Responsible for the Work)	CS-014	Playground Inspections, Sidewalk Maintenance (grinding / ramping), etc.	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-015	Program Manager's Files: Activity / Special Programs / Event Files: After-School, Children's Programs, Gardening, Health Programs, Sports Programs, etc. If the Content relates in a SUBSTANTIVE way to the conduct of the public's business	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-016	Reports generated from Registration Database	**When No Longer Required**	Mag, Mfr, OD, Ppr	Database is the original record; GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community Services	CS-017	Rosters / Sign-in / Sign-Out Sheets for classes / programs	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-018	Schedules / Hours (classes / staff)	**When No Longer Required**	Mag, Mfr, OD, Ppr	Content not substantive; GC §34090
Community Services	CS-019	Senior Citizens Advisory Commission - AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-020	Senior Citizens Advisory Commission - MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Community Services	CS-021	Senior Citizens Advisory Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Community Services	CS-022	Swimming Pool - Chemicals, Maintenance	**2 years**	Mag, Mfr, OD, Ppr	22 CCR 65523; GC §34090
Community Services	CS-023	Swimming Pool - Lifeguard Certifications	**2 years**	Mag, Mfr, OD, Ppr	29 CFR 1602.31 & 1627.3(b)(ii), GC §§ 3105, 12946, 12960, 34090; 29 USC 1113
Community Services	CS-024	Tree DATABASE (Park Trees Only)	**5 years**	Mag, Mfr, OD, Ppr	Data is interrelated; GC §34090
Community Services	CS-025	Tree Maintenance, Trimming, Arborists Reports (Park Trees Only)	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-026	Veterans Affairs Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community Services	CS-027	Veterans Affairs Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community Services	CS-028	Veterans Affairs Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Community Services	CS-029	Youth Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Community Services	CS-030	Youth Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Community Services	CS-031	Youth Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)

RECORDS RETENTION SCHEDULE: FINANCE
(Admin./Treasurer, Budget, Business License, Acct., Payroll Purchasing)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
FINANCE/ADMINISTRATION AND TREASURER					
Lead Depart.	FIN-001	Financial Services Database / ERP Database (Tyler Munis)	**Permanent**	Mag, Mfr, OD, Ppr	Covers E&O Statute of Limitations for Agreements and Contracts; Statute of Limitations: GC §60201 Employee compensation and reimbursements are required for 7 years; CCP §§336(a), 337 et. seq.; GC §60201
Finance /Admin. & Treasurer	FIN-002	Audit Reports / Annual Comprehensive Financial Report (ACFR) / related Audit Opinions	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Finance /Admin. & Treasurer	FIN-003	Audit Work Papers	**Drafts - When No Longer Required**	Mag, Mfr, OD, Ppr	Preliminary drafts; GC §34090
Finance /Admin. & Treasurer	FIN-004	Audits - Single Audits / Transportation Audits / PERS Audit, FEMA / OES Audits, etc.	**5 years**	Mag, Mfr, OD, Ppr	Meets municipal government auditing standards; GC §34090
Finance /Admin. & Treasurer	FIN-005	Bonds / Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs)/ General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	**Fully Defeased + 10 years**	Mag, Mfr, OD, Ppr	Statute of Limitations for bonds issued by local governments are 10 years; IRS bond auditing regulations state, "…material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds; There are specific requirements for disposal of unused bonds; 337.5(a); 26 CFR 1.6001-1(e): 26 CFR § 1.148-5(d)(6)(iii)(E); GC §43900 et seq.
Finance /Admin. & Treasurer	FIN-006	Investment Reports	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Finance /Admin. & Treasurer	FIN-007	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Finance /Admin. & Treasurer	FIN-008	Measure C and Measure K Budget Oversight Committee AGENDAS & AGENDA PACKETS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Finance /Admin. & Treasurer	FIN-009	Measure C and Measure K Budget Oversight Committee - RECORDINGS of Meetings / Audio Tapes	**90 days**	Mag	State law only requires for 30 days; GC§54953.5(b)
Finance /Admin. & Treasurer	FIN-010	Measure C and Measure K Budget Oversight Committee MINUTES & BYLAWS	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090€; GC § 60201(d)(12)
Finance / Budget	FIN-011	Budgets - Adopted / Final	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Finance / Budget	FIN-012	Budgets - Preliminary, Backup Documents	**Drafts - When No Longer Required**	Mag, Mfr, OD, Ppr	Preliminary Drafts / Content Not Substantive; GC §34090 et seq.
FINANCE/BUSINESS LICENSE					
Finance / Business License	FIN-013	Business License / Database (Tyler Munis / HdL Legacy)	**Permanent**	Mag, Mfr, OD, Ppr	Data is interrelated; GC §34090, H&S §19850
Finance / Business License	FIN-014	Business License Applications	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090 et seq.
Finance / Business License	FIN-015	Business License Renewals	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090 et seq.
FINANCE/GENERAL ACCOUNTING					
Finance / General Accounting	FIN-016	1099's, 1096's, DE542 (California Report of Independent Contractors)	**5 years**	Mag Ppr	IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001- 1(e)(2), R&T §19530, GC §34090; 29 USC 436

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Finance / General Accounting	FIN-017	Accounts Payable / Invoices / Backup (Includes Invoices, Travel Expense Reimbursements, Warrant Request, Vouchers, etc.)	**5 years**	Mag, Mfr, OD, Ppr	Meets municipal government auditing standards; GC §34090
Finance / General Accounting	FIN-018	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Tax Return / Application for Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	**5 years**	Mag, Ppr	Meets municipal government auditing standards; GC §34090
Finance / General Accounting	FIN-019	Bank Statements / Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	**5 years**	Mag, Ppr	GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-019.5	Bonds - Franchise Bonds / Franchise Pipeline Bonds	**Release of Bond/ Letter of Credit**	Mag	Security; GC §34090
City Clerk	FIN-020	Checks / Warrant Register Report (issued)	**Copies - When No Longer Required**	Mag, Mfr, OD, Ppr	Included in City Council Agenda Packet; Financial software can re- create reports; GC §34090.7
Finance / General Accounting	FIN-021	Checks / Warrants (Cashed / Returned / NSF)	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090
Finance / General Accounting	FIN-022	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	**5 years**	Mag, Mfr, OD, Ppr	GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-023	Escheat (Unclaimed money / uncashed checks)	**5 years**	Mag, Mfr, OD, Ppr	Tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Accounting	FIN-024	Fixed Assets - Annual Listing (Source Documents)	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Finance / General Accounting	FIN-025	Journal Entries / Journal Vouchers / Budget Adjustments	**5 years**	Mag, Mfr, OD, Ppr	Matches Accounts Payable; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337
Finance / General Accounting	FIN-026	Reports, Financial Reports created by Tyler Munis General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	**When No Longer Required**	Mag, Mfr, OD, Ppr	Financial system can re-create reports accurately; GC §34090
Finance / General Accounting	FIN-027	Reports: Annual State / Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards; GC §34090
Finance / General Accounting	FIN-028	W-9s	**Vendor Inactive + 5 years**	Mag, Mfr, OD, Ppr	Meets IRS auditing standards; GC §34090
Lead Depart.	FIN-029	Financial Services Database / ERP Database (Tyler Munis)	**Indefinite - Minimum 11 years**	Mag, Mfr, OD, Ppr	Covers E&O Statute of Limitations for Agreements and Contracts; Statute of Limitations: GC §60201 Employee compensation and reimbursements are required for 7 years; CCP §§336(a), 337 et. seq.; GC §60201
Finance / Payroll	FIN-031	CalPERS Reports, PARS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	**5 years**	Mag, Mfr, OD, Ppr	Most recent records are stored on CalPERS website; Retained to match other auditing periods; GC §34090
Finance / Payroll	FIN-032	Checks / Warrant Register Report - Payroll Only	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Finance / Payroll	FIN-033	Checks / Warrants - Cancelled - Payroll Only	**5 years**	Mag, Mfr, OD, Ppr	GC §34090, 26 CFR 31.6001-1
Finance / Payroll	FIN-034	DE-6, DE-7, DE-9 DE-43, W-3, / DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA / Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	**5 years**	Mag, Mfr, OD, Ppr	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Finance / Payroll	FIN-035	Employee Payroll File (may include W-4s)	**Separation + 4 years**	Mag, Mfr, OD, Ppr	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; W- 4s four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31.6001-1(e)(2), R&T §19530; 29 CFR 516.5 - 516.6, 29 USC 436, GC §34090
Finance / Payroll	FIN-036	Garnishments, Child Support, Court Orders regarding Employee Wages	**Completion + 5 years**	Mag, Mfr, OD, Ppr	GC §34090
Finance / Payroll	FIN-037	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.)	**5 years**	Mag, Mfr, OD, Ppr	Meets municipal government auditing standards; GC §34090
Finance / Payroll	FIN-038	PERS Statements	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Finance / Payroll	FIN-039	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards / Time Keeping Database	**5 years**	Mag, Mfr, OD, Ppr	Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6©
Finance / Payroll	FIN-040	W-2's	**5 years**	Mag, Mfr, OD, Ppr	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	FIN-041	W-4's	**No Longer in Effect + 4 years**	Mag, Mfr, OD, Ppr	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1
FINANCE/PURCHASING					
Lead Depart.	FIN-042	Financial Services Database / ERP Database (Tyler Munis)	**Permanent**	Mag, Mfr, OD, Ppr	Covers E&O Statute of Limitations for Agreements and Contracts; Statute of Limitations: GC §60201 Employee compensation and reimbursements are required for 7 years; CCP §§336(a), 337 et. seq.; GC §60201
Finance / Purchasing	FIN-043	Purchasing Database (Planet Bids / OpenGov)	**Minimum 11 years**	Mag, Mfr, OD, Ppr	Covers E&O Statute of Limitations for Agreements and Contracts; Statute of Limitations: GC §60201 CCP §§336(a), 337 et. seq.; GC § 60201
Finance / Purchasing	FIN-044	Auction / Disposal / Donation / Surplus	**4 years**	Mag, Mfr, OD, Ppr	

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Finance	FIN -045	Successful Bids	**Until complete + 7 years (independent contractor or Until complete + 10 years (construction contracts)**		CCP §337.15; GC §60201(d)(12)
Finance / Purchasing	FIN-046	Purchase Orders / Requisitions	**4 years**	Mag, Mfr, OD, Ppr	Statute of Limitations is 4 years; CCP §§337.1(a), 337.15 (10 years if real property), 343
Finance / Purchasing	FIN-047	RFP - Request for Proposal / RFQ - Request for Quotation	**Completion + 10 years**	Mag, Mfr, OD, Ppr	Covers E&O Statute of Limitations; Statute of Limitations: Contracts is 4 years, Developers is completion + 10 years; CCP §337 et. seq., GC §34090
Finance / Purchasing	FIN-048	Unsuccessful Bids, Responses, Proposals to RFPs (Request for Proposals) / RFQs (Request for Qualifications) that are not in Planet Bids / OpenGov	**2 years**	Mag, Mfr, OD, Ppr	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090, GC §60201(d)(11)
City Clerk	FIN-049	Vehicle Titles (Pink Slips)	**Sale or Disposal**	Ppr	Given to Auction House / New Owner; GC §34090

RECORDS RETENTION SCHEDULE: HOUSING

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
HOUSING					
Housing	HS-001	Deferred Maintenance Loans (includes Liens and Releases)	**Permanent**	Mag, Mfr, OD, Ppr	Liens must be maintained permanently; GC §34090
Housing	HS-002	Fair Housing - Landlord / Tenant Mediation - Contracted to Housing Rights Center (HRC)	**5 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090 et seq.
Housing to Code Enforcement	HS-003	Foreclosure Notices / Neighborhood Pride Program (NPP):	**2 years**	Mag, Mfr, OD, Ppr	Code Enforcement monitors property to ensure proper maintenance; GC §34090
Housing	HS-004	Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc. WITHOUT a Recapture / Resale Restriction Includes Deeds and Trust Deeds (In the past, deeds were sent to the City Clerk)	**Loan Pay- off OR Forgiveness + 5 years**	Mag, Mfr, OD, Ppr	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 85.42, 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090
Housing	HS-005	Housing Programs: Affordable Housing Projects, Rehabilitation, CDBG-funded Housing Projects Examples: &HOME, Housing Rehabilitation, Lead-Based Paint, etc. WITH a Recapture / Resale Restriction Includes Deeds and Trust Deeds (In the past, deeds were sent to the City Clerk)	**5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer**	Mag, Mfr, OD, Ppr	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.334; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090
Housing	HS-006	Loan Applications Denied, Cancelled or Withdrawn (First Time Home Buyers, Life/Safety, Rehabilitation, HOME, etc.)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES
(Risk Management)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
HUMAN RESOURCES					
Human Resources	HR-001	Human Resources Database / ERP Database (Tyler Munis)	**Indefinite - Minimum 50 years**	Mag, Mfr, OD, Ppr	Data Fields / Records are interrelated; Contains original Personnel Action Entries; 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Human Resources	HR-002	1095-C, 1094-C (Employer-Provided Health Insurance Offer / Coverage) / Transmittal Form)	**5 years**	Mag, Mfr, OD, Ppr	Department preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Human Resources	HR-003	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	**Duration of the Contract + 6 years**	Mag, Mfr, OD, Ppr	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 4 years after personnel actions; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-004	California Civil Rights Department (CRD) / Department of Fair Employment / Housing (DFEH / EEOC) Claims / Harassment Claims	**Separation + 6 years**	Mag, Mfr, OD, Ppr	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-005	Classification / Reorganization Studies (for employee classifications / department structures)	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	HR-006	Compensation Surveys / Studies	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Human Resources	HR-007	Contracts for Investigators (Employees Only)	**Completion + 5 years**	Mag, Mfr, OD, Ppr	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	HR-008	DE-34 (California EDD Report of New Employees)	**5 years**	Mag, Mfr, OD, Ppr	Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Human Resources	HR-009	Deferred Compensation (City Statements)	**5 years**	Mag, Mfr, OD, Ppr	Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Human Resources	HR-010	DMV Pull Notices	**When Superseded or Upon Separation**	Mag, Mfr, OD, Ppr	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Human Resources	HR-011	EDD Claims / Forms (Employment Development Department) / Unemployment Claims	**Close + 5 years**	Mag, Mfr, OD, Ppr	Meets municipal government auditing standards; GC §34090
Human Resources	HR-012	Employee Investigations	**Separation + 6 years**	Mag, Mfr, OD, Ppr	State Law requires 4 years; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Human Resources	HR-013	Ethics Training Certificates for Employees	**5 years**	Mag, Mfr, OD, Ppr	GC §§ 3105, 12946, 12960, 34090, 53235.2(b)
Human Resources	HR-014	Grievances	**Separation + 6 years**	Mag, Mfr, OD, Ppr	State Law requires 4 years; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Human Resources	HR-015	Human Resources Policies, Procedures, Handbooks, Manuals	**Minimum 4 years**	Mag, Mfr, OD, Ppr	Department preference (may be used in employment actions, which are required to be retained for 4 years; GC §34090
Human Resources	HR-016	I-9s	**Separation + 3 years**	Mag, Mfr, OD, Ppr	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Admin. / Board Secretary	HR-017	Job Descriptions / Job Classification / Job Specifications	**Minimum Superseded + 4 years**	Mag, Mfr, OD, Ppr	State Law requires 4 years from any Personnel Action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090
Human Resources	HR-018	Labor Relations / Negotiation Notes	**10 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Human Resources	HR-019	Litigation - Employee Related (Final Settlement, Records with Significant Historical Value)	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Human Resources	HR-020	Personnel Files - Employee Background File Background Files which include LiveScan Responses / CORIs (Criminal Offender Record Information)	**Separation + 6 years**	Mag, Mfr, OD, Ppr	Consistent with Personnel Files; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Human Resources	HR-021	Personnel Files - Employee File (Official Personnel File) Includes Application, Benefit Enrollments, Discipline, Evaluations, Policy Acknowledgements,, Oaths of Office - employees only, PAF / Personnel Action Forms, Training Certificates, etc.)	**Separation + 6 years**	Mag, Mfr, OD, Ppr	Statute of limitations for retirement benefits is 6 years from last action; State Law requires 4 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31- 6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Human Resources	HR-022	Personnel Files - Medical File / FMLA / Long Term / Short Term Disability Claims Medical Records, Pre-Employment Medical Clearance; ADA Accommodations, Fit for Duty, Respiratory Fit Tests, etc.	**Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)**	Mag, Mfr, OD, Ppr	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources	HR-023	Recruitment / NeoGov Database	**5 years**	Mag, Mfr, OD, Ppr	State Law requires 4 years for employment actions; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Human Resources	HR-024	Recruitment / Testing File Includes Advertisements, Applications for Unsuccessful Candidates, Backgrounds for unsuccessful candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis / statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	**Expiration of Eligibility List + 4 years**	Mag, Mfr, OD, Ppr	State Law requires 4 years for employment actions; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-025	Verification of Employment from outside companies / Employment Verifications from outside companies (for employee car purchases, etc.)	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Content Not Substantive; does not pertain to the conduct of City business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017); GC §34090
HUMAN RESOURCES/RISK MANAGEMENT					
Human Resources / Risk Management	HR-026	Accident/Incident Reports (Accidents/Incidents) - MEMBERS OF THE PUBLIC Employees are Workers Compensation Claims	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Human Resources / Risk Management	HR-027	OSHA Citations / Inspections	**5 years**	Mag, Mfr, OD, Ppr	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Human Resources / Risk Management	HR-028	Safety Committee / Safety Steering Committee	**5 years**	Mag, Mfr, OD, Ppr	GC §34090 et seq.
Human Resources / Risk Management	HR-029	Safety Investigations	**5 years**	Mag, Mfr, OD, Ppr	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090 et seq.; LC §6429c

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Human Resources / Risk Management	HR-030	Safety Training EMPLOYEE RECORDS (If Records are Created - filed by Employee Name) Required Information by Employee for all Employee Training for Separation + 5 years: Employee Name Training Provider's Name Date Duration (length) Core Competencies / Skills Certifications / Qualification Documents	**Separation + 5 years**	Mag	LC §§1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)
Human Resources / Risk Management	HR-031	Subrogation Claims/ Property Damage Claims / Restitution / Recovery of Damages to City Property / City's Invoices to Insurance Companies	**Final Resolution + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Human Resources / Risk Management	HR-032	Workers Compensation Claims (Includes all Accident, Incident, / Injury Reports from Employees)	**Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)**	Mag, Mfr, OD, Ppr	Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources / Risk Management	HR-033	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, Training, etc.	**5 years**	Mag, Mfr, OD, Ppr	LC §6401.9(f), GC §34090

RECORDS RETENTION SCHEDULE: INFORMATION TECHNOLOGY and SECURITY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
INFORMATION TECHNOLOGY and SECURITY					
Information Technology & Security	ITS-001	Backups / Computer Disaster Recovery Backups	**When No Longer Required**	Mag.	Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology & Security	ITS-002	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line - SB 272)	**When Superseded**	Mag.	GC §34090 et seq.
Information Technology & Security	ITS-003	Network Configuration Maps / Plans	**When No Longer Required**	Mag.	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology & Security	ITS-004	Recordings - Video Recordings - Public Areas / Public Activity (Does not record regular/ongoing operations)	**When No Longer Required**	Mag	Does not record regular and ongoing operations; GC §34090.6 et seq,
Information Technology & Security	ITS-005	Recordings - Video Recordings - Regular /RoutineBuilding Security	**100 days**	Mag	Records regular and ongoing operations or Building Security; GC §34090.6 et seq,
Information Technology & Security	ITS-006	UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup) / (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) / other unalterable media that does not permit additions, deletions, / changes	**Follows Retention of Official Electronic Record**	OD	For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.

RECORDS RETENTION SCHEDULE: INNOVATION and SUSTAINABILITY

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
INNOVATION and SUSTAINABILITY					
Innovation & Sustainability	I&S-001	Climate Action Plan Implementation, Greenhouse Gas Reduction, Meetings, Meeting Agendas, Stakeholder meeting minutes, etc. Any construction projects are retained by Public Works / Engineering	**2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Innovation & Sustainability	I&S-002	Energy Rebate Programs: Applications, Inspections Reimbursement Approvals, etc.	**5 years**	Mag, Mfr, OD, Ppr	Department preference; meets municipal government auditing standards; GC §34090
Innovation & Sustainability	I&S-003	Environmental Commission AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Innovation & Sustainability	I&S-004	Environmental Commission MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Innovation & Sustainability	I&S-005	Environmental Commission Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Innovation & Sustainability	I&S-006	EV Station Management: Any construction projects are retained by Public Works / Engineering	**10 years**	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: LIBRARY

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
COMMUNITY and ECONOMIC DEVELOPMENT / BUILDING & SAFETY (Contracted with Transtech Engineers since 7/2023, LA County prior)					
Library	LIB-001	Library Systems: **LIMS Database**	**2 years**	Mag, Mfr, OD, Ppr	Data is interrelated; GC §34090
Library	LIB-002	Board of Library Trustees **AGENDAS, AGENDA PACKETS**	**2 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Library	LIB-003	Board of Library Trustees Recordings - **AUDIO RECORDINGS** of Meetings / Audio Tapes	**2 years**	Mag	Department preference; Audio Required for 30 days; GC §54953.5(b)
Library	LIB-004	Board of Library Trustees **MINUTES, BYLAWS**	**2 years**	Mag, Mfr, OD, Ppr	GC §34090(e)
Library	LIB-005	California State Reports for Libraries	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-006	Complaints / Compliments	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-007	Facility Rental / Use Applications / Permits	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-008	Flyers for Library Programs	**After event has completed**	Mag, Mfr, OD, Ppr	Preliminary Drafts / Content Not Substantive; GC §34090
Library	LIB-009	Grants: LSCA (Library Services / Construction), LSTA (Library Services / Technology), SLRC (State Literacy Resource Centers), CLLS (California Library Literacy Services); CLSA (California Library Services Act) / PLF (Public Library Foundation), WIOA (Workforce Innovation / Opportunity Act Title II: Adult Education / Literacy).	**Final Expenditure + 5 years**	Mag, Mfr, OD, Ppr	Per California State Library Records Management Program Requirements (April 27, 1998); GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Library	LIB-010	Library Card Applications	**When No Longer Required**	Mag, Mfr, OD, Ppr	Department preference (the database is the original record); GC §34090
Library	LIB-011	Passport Transmittals	**2 years**	Mag, Mfr, OD, Ppr	US Passport requirement to destroy forms monthly; GC §34090
Library	LIB-012	Photo Releases	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-013	Program Registrations (with Waivers)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-014	Receipt Books / Receipt Deposits Not sent to Finance	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-015	Reports, Notices for Fines, Overdue Books (Created by Database)	**When No Longer Required**	Mag, Mfr, OD, Ppr	GC §34090
Library	LIB-016	Volunteers / Waivers (Under 18 years old)	**Inactive / Separation + 3 years**	Mag, Mfr, OD, Ppr	Ask City Attorney when volunteers are treated as employees; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 34090

RECORDS RETENTION SCHEDULE: PUBLIC SAFETY and EMERGENCY MANAGEMENT
(Animal, Code Enforcement)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards .					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
PUBLIC SAFETY and EMERGENCY MANAGEMENT					
Public Safety & Emergency Management	PS&EM-001	CHP 180 Forms (Vehicle Tows)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-002	Citations - ALL Types: Administrative Citations, Parking Citations (includes any appeals)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-003	Crossing Guard Management	**Minimum 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-004	Emergency Operations - Community Emergency Response Team (CERT) Applications, Disaster Service Worker Oaths, Registration authorizations, Background / LiveScan record, Equipment Distribution Form, etc.)	**Inactive / Separation + 5 years**	Mag, Mfr, OD, Ppr	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113
Public Safety & Emergency Management	PS&EM-005	Emergency Operations - Drills / EOC Drills	**5 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Public Safety & Emergency Management	PS&EM-006	Emergency Operations -EOC Activations	**10 years**	Mag, Mfr, OD, Ppr	Department preference for FEMA or OES Reimbursements; GC §34090
Public Safety & Emergency Management	PS&EM-007	Emergency Preparedness Plans	**When Superseded**	Mag, Mfr, OD, Ppr	GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Safety & Emergency Management	PS&EM-008	Homeless / Unhoused Services (Intake Forms, Referrals, Trackers)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-009	Homeless Transportation Services: Metro Bus Pass Program, On Call Transportation, Uber / Lyft	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-010	Parking Permits & Applications - Oversized Vehicles	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-011	Public Education Events & Presentations	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management	PS&EM-012	Public Safety Commission - **AGENDAS / STAFF REPORTS**	**P**	Mag, Mfr, OD, Ppr	Department preference; GC §34090 et seq.
Public Safety & Emergency Management	PS&EM-013	Public Safety Commission - **MINUTES**	**2 years**	Mag, Mfr, OD, Ppr	GC §34090(e)
Public Safety & Emergency Management	PS&EM-014	Public Safety Commission - Recordings - **AUDIO RECORDINGS** of Meetings / Audio Tapes	**2 years**	Mag	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
Public Safety & Emergency Management	PS&EM-015	Situation Reports	**Minimum 5 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
PUBLIC SAFETY and EMERGENCY MANAGEMENT/ANIMAL CONTROL (Shared with County)					
Public Safety & Emergency Management / Animal Control	PS&EM-017	Animal Address Files: Barking, Bite Reports, Complaints, Cruelty Investigations / Administrative Hearing Officer Findings, Dangerous Dog Reports, Impound Notices, Investigations, Barking Dogs, Loose Dogs, etc.	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Department preference; 3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq., GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Safety & Emergency Management / Animal Control	PS&EM-018	Notices to Comply, Warning Letters / Notices / Citation Books (Off leash, etc.)	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Department preference to be consistent with animal treatment records; GC §34090 et seq.
Public Safety & Emergency Management / Animal Control	PS&EM-019	Record of All Efforts to Contact Owner / Microchip's Primary Registrant	**2 years**	Mag, Mfr, OD, Ppr	Department preference to be consistent with animal treatment records; FA §§31108.3 and 31752.1; GC §34090
Public Safety & Emergency Management / Animal Control	PS&EM-020	Service Requests / Transportation to County facilities	**3 years**	Mag, Mfr, OD, Ppr	Department preference to be consistent with animal treatment records; GC §34090 et seq.
PUBLIC SAFETY & EMERGENCY MANAGEMENT/CODE ENFORCEMENT					
Lead Dept.	PS&EM-021	Code Enforcement Database	**Permanent**	Mag, Mfr, OD, Ppr	Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850
Public Safety & Emergency Management / Code Enforcement	PS&EM-022	Code Enforcement / Abatement Case Files (Includes Citations, Notice of Violations, Photos, / Code Enforcement Complaint Letters)	**10 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Safety & Emergency Management / Code Enforcement	PS&EM-023	Foreclosure Notices / Neighborhood Pride Program (NPP):	**2 years**	Mag, Mfr, OD, Ppr	Code Enforcement monitors property to ensure proper maintenance; GC §34090
Public Safety & Emergency Management / Code Enforcement	PS&EM-024	Hearing Officer Determinations / Appeals of Code Enforcement Actions - Includes Audio Recordings	**Minimum 2 years**	Mag, Mfr, OD, Ppr	GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Maintenance, Environmental Services, Right-of-Way, Stormwater Maintenance, Fleet, Solid Waste)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards					
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.					
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).					
PUBLIC WORKS/ENGINEERING (Includes Land Development & Transportation)					
Lead Dept.	PW-001	Permit Database (Tyler EPL - Enterprise Permitting & Licensing) - Temporary Encroachments, Parking Permits, Temporary Transportation Permits, etc.	**Permanent**	Mag, Mfr, OD, Ppr	Building Permits are required to be retained Permanently, or Life of the Structure; GC §34090, H&S §19850
Public Works / Engineering	PW-002	Benchmarks	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-003	Capital Improvement Projects (CIP): MAINTENANCE-ONLY PROJECTS - No Change in Infrastructure All Final Records (Plans, RFP / Specifications / Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	**Completion + 5 years or After Funding Agency Audit, if required, whichever is longer**	Mag, Mfr, OD, Ppr	Meets municipal government auditing standards; Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts is 4 years, CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-004	Capital Improvement Projects (CIP): Administration File / Construction Management Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas / Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	**Completion + 10 years or After Funding Agency Audit, if required, whichever is longer**	Mag, Mfr, OD, Ppr	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Works / Engineering	PW-005	Capital Improvement Projects (CIP): Permanent File Plans, RFP / Specifications / Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Shop Drawings, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	**Permanent**	Mag, Mfr, OD, Ppr	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-006	Capital Improvement Projects (CIP): Design / Construction Standards - Authored by the City for Construction of City Infrastructure (CIP / Land Development)	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-007	Capital Improvement Projects (CIP): Environmental Determinations: **CEQA Correspondence / internal staff notes** that provide insight into the project / the agency's CEQA compliance with respect to the project Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	**Project Approval or Denial + 2 years**	Mag, Mfr, OD, Ppr	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." *Golden Door Properties, LLC v. Superior Court of San Diego County* (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Public Works / Engineering	PW-008	Drawings, Maps Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	**Permanent**	Mag, Mfr, OD, Ppr	Drafts should be destroyed; GC §34090
Public Works / Engineering	PW-009	Encroachment Permits: Temporary Permits (Excavation, Street Permits, Temporary Construction, Sidewalk Repairs, Special Event Permits, Street Cuts, Tree Removal Traffic Control, Transportation Permits, Utility Cuts (Installation / Patching), etc.) Includes Insurance Certificates	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	GC § 34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Works / Engineering	PW-010	Encroachment Permits: Permanent (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-011	Grading Permits	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-012	Land Development: Administrative Records Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	**Completion + 10 years**	Mag, Mfr, OD, Ppr	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Public Works / Engineering	PW-013	Land Development: Permanent Records Improvement Plans, Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical / Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	**Permanent**	Mag, Mfr, OD, Ppr	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Engineering	PW-014	NPDES Permits / Stormwater Permits	**Superseded + 5 years**	Mag, Mfr, OD, Ppr	Federal mandate is 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Public Works / Engineering	PW-015	NPDES Reports / Stormwater Monitoring Reports	**5 years**	Mag, Mfr, OD, Ppr	Federal mandate is 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Public Works / Engineering	PW-016	Parking Areas / Parking Zones: Establishment of Parking Areas or Pacing Zones	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-017	Parking Areas / Parking Zones: - Notices / Mailing lists (City Clerk maintains protest letters / tabulations)	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-018	Public Works Commission - Recordings - Meetings / Audio Tapes	**90 days**	Mag	Audio Required for 30 days; GC §54953.5(b)
Public Works / Engineering	PW-019	Public Works Commission - AGENDAS / STAFF REPORTS	**2 years**	Mag, Mfr, OD, Ppr	GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Works / Engineering	PW-020	Public Works Commission - MINUTES	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090(e)
Public Works / Engineering	PW-021	Subdivision Maps / Parcel Maps	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-022	Surveys, Record of Survey	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-023	Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Police or State of California	PW-024	Traffic Collision Reports / SWTRS	**Copies - When No Longer Required**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-025	Traffic Counts / Traffic Studies	**10 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-026	Traffic Speed Surveys	**10 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Engineering	PW-027	Traffic Stop Sign Warrants	**10 years**	Mag, Mfr, OD, Ppr	Department preference; GC §34090
Public Works / Engineering	PW-028	Transportation Permits: Heavy Load Permits Lane Closure Permits, Traffic Control Permits, Wide Load Permits, etc.	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	GC §53753(e)(2)
Public Works / Engineering	PW-029	Transportation Plans / Master Plans	**Permanent**	Mag, Mfr, OD, Ppr	GC §34090
PUBLIC WORKS/MAINTENANCE/ENVIRONMENTAL SERVICES/RIGHT-OF-WAY/STORMWATER					
Lead Dept.	PW-030	Permit Database (Tyler EPL - Enterprise Permitting & Licensing) - Temporary Encroachments, Parking Permits, Temporary Transportation Permits, etc.	**Permanent**	Mag, Mfr, OD, Ppr	Data is interrelated; Building Permits are required to be retained Permanently, or Life of the Structure; GC §34090, H&S §19850
Division Providing Service / Work	PW-031	Work Orders / Service Requests / Service Orders - CRM / CMMS DATABASE (Computerized Maintenance Management System)	**Minimum 5 years**	Mag, Mfr, OD, Ppr	Data is interrelated; CCP §§338 et seq., 340 et seq., 342, GC §34090

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Division Providing Service / Work	PW-032	Work Orders / Service Requests / Service Orders - All Information Entered in CRM / CMMS Database (Paper drafts)	**After Order/Request/ Order has been completed + 2 years**	Mag, Mfr, OD, Ppr	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-033	Work Orders / Service Requests / Service Orders - NOT entered in CRM / CMMS Database (partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	**When no longer needed**	Mag, Mfr, OD, Ppr	Data is interrelated; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works / Maintenance / Environ. Serv. / Right-of-Way / Stormwater Maint.	PW-034	Air Quality Management District (APCD / AQMD) Permits - for Generators, etc.	**Issue Date + 5 years**	Mag, Mfr, OD, Ppr	40 CFR 70.6; GC §34090
Public Works / Maintenance / Environ. Serv. / Right-of-Way / Stormwater Maint.	PW-035	Generator Operation Logs / Inspections	**5 years**	Mag, Mfr, OD, Ppr	APCD Rule 1470; Form 400–E–13a instructions; GC §34090
Public Works / Maintenance / Environ. Serv. / Right-of-Way / Stormwater Maint.	PW-036	Graffiti Abatement Work Sheets / Authorizations from Property Owners (stored in Tyler EPL)	**Expiration + 2 years**	Mag, Mfr, OD, Ppr	GC §34090
Public Works / Maintenance / Environ. Serv. / Right-of-Way / Stormwater Maint.	PW-037	Herbicide / Pesticide Application Forms (In the City's Right-of-Way)	**2 years**	Mag, Mfr, OD, Ppr	Agricultural pesticide records are required for 2 years; GC §34090; GC §34090; 3 CCR 6623, 40 CFR 110.3(d)

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Works / Lead Div.	PW-038	Operations / Maintenance Manuals (O&M Manuals)	**Life of Facility or Equipment**	Mag, Mfr, OD, Ppr	GC §34090 et. seq.
Public Works / Lead Div.	PW-039	Pressure Vessel Certifications / Permits (Air Compressors, Propane, etc.)	**Expiration of Certificate or Permit**	Mag, Mfr, OD, Ppr	GC §34090 et. seq.
Lead Dept. (using the chemical)	PW-040	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	**30 years**	Mag, Mfr, OD, Ppr	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Community & Econ. Develop. / Planning	PW-041	Storm Drain System Maintenance (Slip Lining, etc.)	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	PW-042	Streets - Sidewalk Maintenance, Grinding, Asphalt Ramping (In Tyler EPL)	**5 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	PW-043	Tree DATABASE (West Coast Arborists)	**Minimum 5 years**	Mag, Mfr, OD, Ppr	Data is interrelated; GC §34090
Community & Econ. Develop. / Planning	PW-044	Tire Disposal / Waste Manifests	**3 years**	Mag, Mfr, OD, Ppr	14 CCR 18459.3; GC §34090
Community & Econ. Develop. / Planning	PW-045	Used Oil Disposal Manifests	**3 years**	Mag, Mfr, OD, Ppr	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Community & Econ. Develop./Planning	PW-046	Tree Maintenance, Trimming, Arborists Reports	**2 years**	Mag, Mfr, OD, Ppr	GC §34090
Community & Econ. Develop. / Planning	PW-047	Underground Service Alerts (USA's) / Dig Alerts	**Minimum 3 years**	Mag, Mfr, OD, Ppr	Entered into DigAlert Software the Excavator, Operator and the Regional Notification Center all have an obligation to retain the notice for 3 years; GC §§4216.2(f) GC §34090
PUBLIC WORKS/MAINTENANCE/FLEET					

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Community & Econ. Develop. / Planning	PW-048	Fleet Maintenance Database	**Minimum Disposal of Vehicle or Equipment + 2 years**	Mag, Mfr, OD, Ppr	Data is interrelated; Databases where sewer records may be stored are required for 5 years; SWRCB Order 2022-0103- DWQ; CCP §§338 et seq., 340 et seq., 342, GC §34090
Community & Econ. Develop. / Planning	PW-049	Fleet - Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	**2 years**	Mag, Mfr, OD, Ppr	GC §34090; 13 CCR 1234(c)
Community & Econ. Develop. / Planning	PW-050	Fleet - Vehicle / Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	**Disposal of Vehicle or Equipment + 2 years**	Mag, Mfr, OD, Ppr	If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Community & Econ. Develop. / Planning	PW-051	Inspections / Audits by the CHP (Fleet)	**5 years**	Mag, Mfr, OD, Ppr	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Community & Econ. Develop. / Planning	PW-052	Pressure Vessel Certifications / Permits (Air Compressors, Propane, etc.)	**Expiration of Certificate or Permit**	Mag, Mfr, OD, Ppr	GC §34090 et. seq.
Community & Econ. Develop. / Planning	PW-053	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form / records of the chemical / substance / agent, where / when it was used	**30 years**	Mag, Mfr, OD, Ppr	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
PUBLIC WORKS/SOLD WASTE AND RECYCLING					

Office of Record	Retention No.	Records Description	Total Retention	Media Options	Comments / Reference
Public Works / Solid Waste and Recycling	PW-054	AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection / Recycling) . CalRecycle Annual Waste Diversion Report / Form 303 report (HHW report) Household Hazardous Waste Reports / CalREcycle Used Oil report / CalREcycle Bottles / Cans report / Construction Waste Management Forms, State Waste Reduction Reports, etc.	**10 years**	Mag, Mfr, OD, Ppr	Required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR 18812.4, 14 CCR § 18995.2; H&S §39730.7; GC §34090

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CLERK {{division}}

Subject: CONSIDER APPROVAL OF AN AGREEMENT WITH CIVICPLUS, LLC FOR NEXTREQUEST PUBLIC RECORDS ACT (PRA) MANAGEMENT SOFTWARE (CITY COUNCIL)

I. SUMMARY

In 2025, the Records Management Coordinator, operating under the direction of the City Clerk, managed to successfully process approximately 400 records requests under the California Public Records Act (CPRA). This high volume of requests was managed between an antiquated software system and a manual, decentralized process involving multiple departments, spreadsheets, and email chains. As the volume and complexity of requests continue to increase, this method has become severely time consuming and prone to administrative inefficiencies, which poses risks to legal compliance. In addition, multiple requesters often ask for the same documents, but without a public-facing portal, staff must fulfill each request individually.

To help alleviate these enormous burdens on staff, and after evaluating several options, staff identified CivicPlus (NextRequest) as the premier solution for municipal needs. Key features include:

- **Public Portal:** A "one-stop-shop" where residents can submit requests and view a library of previously released documents, potentially deflecting new requests for information already available.
- **Workflow Automation:** Automatic routing of requests to the appropriate department and automated reminders for upcoming deadlines.
- **Advanced Redaction:** Integrated tools to securely redact Social Security numbers, emails, phone numbers, and other sensitive information in bulk across multiple files.
- **Reporting & Auditing:** Real-time dashboards to monitor compliance rates and staff workload.

Staff proposes transitioning to NextRequest by CivicPlus, a cloud-based platform specifically designed to automate the intake, tracking, redaction, and release of public records. This transition will enhance transparency for residents, ensure strict adherence to statutory deadlines (Gov. Code § 7920.000 et seq.), and significantly reduce staff labor hours.

II. RECOMMENDATION

1. APPROVE the Master Services Agreement and Addendum to Master Services Agreement with CivicPlus, LLC for the implementation and licensing of NextRequest software in an amount not to exceed $17,049.97.

2. AUTHORIZE the City Manager to execute the agreement and addendum subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The California Public Records Act mandates that the City respond to requests for information within 10 calendar days (with specific extensions allowed). Since 2023, the one-person Records Management division has consistently completed an average of 360 requests annually. These requests were completed within the appropriate timelines under the PRA all while navigating the challenges of a manual process. This includes the data entry of all requests and status updates, all inter-departmental, City Attorney and requester correspondence, manually redacting records, processing court orders for records, and notary support. To help alleviate these burdens on staff, staff proposes that the City enter into a contract with CivicPlus whose software will facilitate the intake, tracking, redaction, and release of public records.

The CivicPlus contract would be for a term ending June 30, 2027, with a one-time implementation fee of $1500, one year's subscription prorated at a cost of $2,761.97 (April 13, 2026 - June 30, 2026), and one year subscription through June 30, 2027 resulting in a total contract cost of $17,049.97.

Legal Analysis:

While the contract sum falls within the City Manager’s expenditure authority of $75,000, at the direction of the City Attorney staff is requesting the City Council’s approval of the contract due to CivicPlus' refusal to agree to uncapped liability in the event of a third party claim against the City, which could leave City exposed to a lawsuit far exceeding City Manager's approval authority.

Instead of agreeing to uncapped liability, CivicPlus has agreed to indemnify City for only five times the contract amount resulting in City being exposed to lawsuits that can be very costly especially for infringement claims. However, CivicPlus has assured City staff that they have never been sued for any infringement claims. The City Attorney’s Office searched current federal court dockets and confirmed there are such no current claims against CivicPlus, and also conducted a general search of any historical claims and did not find that any claims have ever been filed. Accordingly, the risk of any liability to the City for infringement claims appears very low. It should also be noted that not providing uncapped liability for these types of claims is very standardized within the industry, and, while the City Attorney has been mostly successful in negotiating uncapped liability, some software companies take hardline "take it or leave it" positions and never provide concessions for these types of claims -- staff just wanted Council to be aware that this particular contract is one such instance.

V. FISCAL IMPACT

The total cost for the first year, including implementation, training, and licensing will be prorated from the start of implementation to the end of the 2025-2026 fiscal year is $2,761.97 plus a $1,500.00 one-time implementation fee. The licensing fee is $12,788 annually starting July 1, 2026.

FY 2025-2026 - Professional Services - 101-30-100-101-6004
FY 2026-2027 - Professional Services - 101-30-100-101-6004

VI. EXHIBITS

1. CivicPlus (NextRequest) Statement of Work
2. CivicPlus (NextRequest) Master Services Agreement
3. CivicPlus (NextRequest) Addendum to Master Services Agreement

Attachments

CivicPlus (NextRequest) Statement of Work.pdf
Master Services Agreement.pdf
CivicPlus (NextRequest) Master Service Agreement and Statement of Work Addendum.pdf

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-113492-1
CivicPlus Pricing Approval Date: 3/12/2026 1:39 PM
Expires On: 12/31/2025

Client:
City of Carson, CA

Bill To:
CARSON CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Shaun Jernigan		shaun.jernigan@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 12,788.00

Initial Term		4/13/2026 - 6/30/2027, Renewal Term 7/1 each calendar year	
Initial Term Invoice Schedule		Year One Annual Total invoiced upon the signature date of this Agreement. Subsequent Annual Total invoiced at Renewal Term.	
	Annual Subscription	**One Time Fees**	**Annual Total**
Year One	USD 2,761.97	USD 1,500.00	USD 4,261.97
Year Two	USD 12,788.00		USD 12,788.00
Subtotal			USD 17,049.97

Annual Recurring Services Starting Year 3	USD 13,427.40
Renewal Procedure	Upon mutual agreement of the Parties sixty days prior to the end of the Initial Term.
Annual Uplift	5% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-113492-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Master Services Agreement

Updated on Aug 15, 2025 • Published on Jul 14, 2025 25 minute(s) read • Listen

Article summary

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer are referred to herein individually as "Party" and jointly as "Parties".

> **Important Note**
> Last updated in May 2024.

Recitals

WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, the Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support, and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out

and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:
    a. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
    b. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;

c. create internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;
d. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
e. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus’ systems or networks; or
f. access any CivicPlus Property in order to:
    i. build a competitive product or service,
    ii. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
    iii. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
12. All CivicPlus helpful information and user’s guides for the Services (“Documentation”) are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus “Help Center”. CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates

new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use commercially reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer:
    a. promptly notifying CivicPlus of any claim in writing;
    b. cooperating with CivicPlus in the defense of the claim; and
    c. granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and

cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:
    a. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
    b. contains any defamatory material; or
    c. violates any federal, state, local, or foreign laws, regulations, or statutes.
19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:
    a. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use;
    b. be solely responsible for the Customer data;
    c. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
    d. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
    e. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and

f. use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except:
    a. in order to provide the Services;
    b. to prevent or address service or technical problems in connection with support matters;
    c. as specifically directed or expressly permitted in writing by Customer;
    d. in compliance with our Privacy Policy; or
    e. if compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to

the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.
26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets, and access solution-specific support contact methods.
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third-party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Sections 32 and 33 apply:
    a. to liability for negligence;
    b. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;

c. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
d. even if Customer's remedies fail of their essential purposes.

If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties & Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
    a. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
    b. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE 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 SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third-party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties, and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent / Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good-faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification of third-party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Additional Resources

- CivicPlus Product Terms of Use
- CivicPlus Privacy Policy

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: https://www.civicplus.help/hc/en-us/p/legal-stuff, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and the city of Carson, CA. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL SECTIONS

1. 49. CivicPlus 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 CivicPlus'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 CivicPlus 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.

(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 CivicPlus' 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.

The comprehensive general liability 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 Customer. In the event any of said policies of insurance are cancelled, CivicPlus shall, prior to the cancellation date, submit new evidence of insurance to Customer.

No services under this Agreement shall commence until CivicPlus 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. Customer 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 Customer.

50. This Agreement shall be governed by the laws of the State of California, and the Parties agree that the venue of any action arising hereunder shall be exclusively in state and federal courts located in Los Angeles County, California.

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 5	Each SOW will state the amount of days from date of invoice payment is due. If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of Services for non-payment.
MSA § 15	CivicPlus will defend at its expense or settle, and indemnify and hold harmless Customer, its elected and appointed officers, employees and agents ("Customer Parties") from and against. any and all losses incurred by Customer Parties resulting from any third party claim arising from CivicPlus' gross negligence or willful misconduct, data breaches, any damage or injury to Customer Parties or their property, or that the Services as provided to Customer or any use of the Services in accordance with this Agreement, infringe or misappropriate a third party's intellectual property rights. Provided, however, that CivicPlus will have no obligation to the extent any such claim or loss arises out of or results from Customer's or any third party's acts or omissions, including Customer Content, Customer's misuse of the Services, Customer's modification of the Services, or Customer's use of the Services in combination with items not provided by CivicPlus. CivicPlus will pay defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.
MSA § 16	CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer. CivicPlus will use commercially reasonable efforts to enforce any applicable quality of service provisions, service levels, or remedies available under its agreements with such providers for issues that materially impact Customer's use of the Service.
MSA § 32	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five (5) times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Customer	**CivicPlus**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARDING A PURCHASE ORDER TO WINNER CHEVROLET INC. FOR THE PURCHASE OF THREE 2026 OR NEWER CHEVROLET BLAZER ELECTRIC VEHICLES FOR THE PUBLIC SAFETY & EMERGENCY MANAGEMENT DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Safety & Emergency Management Department in conjunction with the Public Works Department, is seeking approval to purchase three new electric powered 2026 or newer Chevrolet Blazers. In recent years, Carson has experienced an increase in demand for public services, expanding our workforce. As a result, our current fleet of vehicles has become insufficient to meet the growing needs of our residents. The proposed new vehicles will be assigned and designated to the areas of need within the Public Safety & Emergency Management Department. Integrating electric vehicles into the fleet demonstrates the department's commitment to modernization and innovation, setting a positive example for the community and encouraging the adoption of sustainable practices. In general, investing in electric vehicles not only fulfills the department's operational needs but also promotes environmental stewardship.

The Purchasing Manager has waived the bidding requirements and requirement to enter into a contract, as permitted under the Carson Municipal Code Section 2611(g) and Section 2606(b)(ii) (Exhibit No. 4).

II. RECOMMENDATION

AUTHORIZE the Purchasing Manager to issue a Purchase Order in the amount not to exceed $155,374.28 for the purchase of three new 2026 or newer Chevrolet Blazer electric vehicles (Exhibits No.1 and 2).

III. ALTERNATIVES

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

IV. BACKGROUND

The Public Safety & Emergency Management Department, in collaboration with the Public Works Department, is seeking approval to purchase three (3) new 2026 or newer Chevrolet Blazer electric vehicles. In coordination with Public Works, staff evaluated and confirmed the appropriate vehicle types, specifications, and pricing to ensure consistency with the city's fleet standards and operational needs. In recent years, Carson has seen an increase in demand for public services, leading to an expansion of our workforce. Consequently, our current fleet of vehicles is insufficient to meet the growing needs of residents.

The proposed vehicles will support the day-to-day operations of Public Safety personnel, including Code Enforcement and Parking Enforcement activities, as well as other field-based functions. These vehicles will enable staff to conduct inspections, respond to service requests, patrol assigned areas, and carry necessary equipment to perform their duties efficiently. The addition of these vehicles will enhance operational mobility, improve response times, and expand the department's ability to maintain compliance with municipal codes and address community concerns.

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 participating entity or association's contract is current, the solicitation is within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing, or written justification is provided justifying use of an older solicitation. The City Council has decided that the benefits to the 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 California Department of General Services (DGS) administers statewide master contracts for vehicle purchases, allowing local agencies to acquire fuel-efficient and alternative-fuel vehicles at competitively bid prices. Under this program, local agencies may purchase vehicles directly from awarded dealerships without conducting a separate solicitation process. For Chevrolet Blazers, the current Statewide Contract (No. 1-25-23-01P) is awarded to Winner Chevrolet, Inc. (Exhibit No. 3). This contract is available for use by the City and other eligible entities, streamlining procurement and delivery. The City proposes utilizing this contract for the purchase of three (3) Chevrolet Blazer EV vehicles as part of this recommendation.

The City's Purchasing Manager has waived the formal bidding process for purchase of the vehicles as permitted under Section 2611(g) of the CMC (Exhibit No. 4). Finally, it should also be noted that Section 2606(b)(ii) of the CMC requires the City to enter into a contract for purchases of any personal property, including materials, supplies and equipment, of $75,000 or more, unless the Purchasing Manager waives this requirement. The Purchasing Manager has waived such contract requirement for purchase of three electric powered 2026 or newer Chevrolet Blazers (Exhibit No. 4).

V. FISCAL IMPACT

The total cost for purchasing three (3) new Chevrolet Blazers electric vehicles will not exceed $155,374.28.00. Of the total not to exceed amount, $77,608.23 will be charged to GL Account 101-55-552-158-8003 and $77,766.05 to 262-55-552-157-8003.

VI. EXHIBITS

1. Winner Chevrolet Quote No.10328A - Blazer EV
2. Winner Chevrolet Quote No.10329A - Blazer EV
3. California State Procurement Contract No.1-25-23-01P
4. Purchasing Waiver - Winner Chevrolet, Inc. - Blazer EV

Attachments

1. Winner Chevrolet Quote No.10328A - Blazer EV.pdf
2. Winner Chevrolet Quote No.10329A - Blazer EV.pdf
3. California State Procurement Contract No.1-25-23-01P.pdf
4. Purchasing Waiver - Winner Chevrolet, Inc. - Blazer EV .pdf

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(530) 981-5164

TO: **CITY OF CARSON**
701 E Carson St
Carson, CA 90745
Freddy Loza
(310) 847-3531
floza@carson.ca.gov

DATE March 11, 2026
Quotation # 10328A
FAN # 871220

Prepared by: Aidan Barnhart

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-25-23-01P

Description	AMOUNT
CLIN 4 - Blazer EV	$ 44,650.00
Upgrade to 2026 LT	$ (6,300.00)
Options (refer to window sticker):	$ 540.00
2 Additional Key/Fobs	$ 800.00
Dana Safety Supply upfit (per Estimate# 613170)	$ 4,145.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

_____
(Order Acknowledgment Signature) **(Date)**

Subtotal		$ 43,835.00
DOC Fee		$ 85.00
Taxable Subtotal:		$ 43,920.00
Tax Rate (subject to change):	10.500%	$ 4,611.60
Tire Fee:		$ 7.00
Fuel:		$ -
Delivery Charge:		$ 750.00
Total:		**$ 49,288.60**
Grand Total		**$ 98,577.20**

CA Tire Fee: $1.75 / Per Tire

QTY	2

If you have any questions concerning this quotation, contact Aidan Barnhart at (530) 981-5164 or email at abarnhart@knightelkgrove.com

THANK YOU FOR YOUR BUSINESS!!

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	613170
Customer No.	ELKGROVAG

Bill To	Ship To
ELK GROVE AUTO COMPANY 8575 Laguna Grove Dr Elk Grove, CA 95757	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Andrew Villareal/David Brewer **Telephone:** 916-509-8598, 916-50 **E-mail:** cdekoning@knightelkgrove.com; jpowers@knightelkg	**Contact:** Nicholas Elmer **Telephone:** 916-747-1830 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/05/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	AIDAN BARNHART	

Order Quantity	Approve Quantity	Tax	Item Number / Description
1	1	N	INFO VEHICLE INFORMATION Warehouse: ROSE 2026 CHEVY BLAZER EV
1	1	N	INFO ROOF Warehouse: ROSE
1	1	Y	RX8SP3A WEC JUSTICE WECANX DUO, 50" AMBER W/ WHITE OVERRIDE Warehouse: ROSE 50" JUSTICE WCX DUO - AMBER/WHITE
1	1	Y	MISC WHELEN (MKAJ111) ADJ LIGHTBAR MOUNT KIT #111 BLAZER EV Warehouse: ROSE
1	1	N	INFO CONSOLE Warehouse: ROSE

Print Date	02/05/26
Print Time	03:28:57 PM
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	613170
Customer No.	ELKGROVAG

Bill To	**Ship To**
ELK GROVE AUTO COMPANY 8575 Laguna Grove Dr Elk Grove, CA 95757	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Andrew Villareal/David Brewer **Telephone:** 916-509-8598, 916-50 **E-mail:** cdekoning@knightelkgrove.com; jpowers@knightelkg	**Contact:** Nicholas Elmer **Telephone:** 916-747-1830 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/05/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	AIDAN BARNHART	

Order Quantity	Approve Quantity	Tax	Item Number / Description
1	1	Y	MISC WHELEN (CCP9) CORE-C CONTROL PT/SWITCH COMBO Warehouse: ROSE MOUNTED ON DASH NEAR STEERING WHEEL *FINAL MOUNTING LOCATION TBD*
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ROSE LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ROSE
1	1	N	FREIGHT INCOMING FREIGHT - WILL BE ADDED TO INVOICE Warehouse: ROSE

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/05/26
Print Time	03:28:57 PM
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By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT

*** Photo may not represent exact vehicle or selected equipment ***

Prepared by

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto
530-981-5164
abarnhart@knightelkgrove.com
aidan@winnerchevy.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27568. Data Updated: Jan 22, 2026 6:48:00 PM PST.

Dealership Information

***** IMPORTANT *****

Please review the Quote, "Window Sticker," and all included information and specifications for accuracy. If a purchase order is issued, please include a signed copy of this quote with the Window Sticker. By this quote being signed and returned by the purchasing agency, the purchasing agency acknowledges that the vehicle configuration and price are accurate.

The "Window Sticker" MSRP is for reference only and may not represent the final quoted price of the vehicle or optional equipment. Actual pricing may vary, see the Quote on page 1 for pricing.

Tax may not be included in the quote price. Purchasing agency is responsible for calculating tax. The tax rate is based on the registration address and cannot be a PO Box.

If the vehicle is going to be delivered beyond Sacramento, an additional delivery charge will be required.

Thanks!

Prepared By:

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto
530-981-5164
abarnhart@knightelkgrove.com

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Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT

Interior:Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, none (electric drive unit)

Transmission, none (electric drive unit)

OPTIONS

CODE	MODEL	MSRP
1MC26	[Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT	
	OPTIONS	
2LT	LT Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
EKV	Black, Cloth seat trim	$0.00
EN0	Engine, none (electric drive unit)	$0.00
GAZ	Summit White	$0.00
MF1	Transmission, none (electric drive unit)	$0.00
PSC	Dual Level Charge Cord, dual-mode, portable	$0.00
QBX	Tires, 255/60R19 all-season blackwall	$0.00
RT9	Wheels, 19" (48.3 cm) machined-face aluminum	$0.00
VK3	License plate front mounting package	$40.00
VQ2	Fleet processing option	$0.00
YF5	Emissions, California state requirements	$500.00

FUEL ECONOMY

Est City:N/A

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Data Version: 27568. Data Updated: Jan 22, 2026 6:48:00 PM PST.

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27568. Data Updated: Jan 22, 2026 6:48:00 PM PST.

Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (✓ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Front Pedestrian Braking replaced by (UKT) Front Pedestrian and Bicyclist Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning.)
Mechanical	
	Engine, none (electric drive unit) (STD)
	Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
	Transmission, none (electric drive unit) (STD)
	Emission system zero emission vehicle (ZEV)
	Electronic Precision Shift
	Propulsion, front wheel drive (FWD)
	Suspension, Ride and Handling
	GVWR, 6283 lbs. (2850 kg)
	Brakes, 4-wheel antilock disc
	Brake rotor, FNC
	Brake lining, non-asbestos, organic
	Battery Pack, Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
	AC Charging, 11.5 kW capable
	Charge port door, power open/close
	Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
Exterior	
	Wheels, 19" (48.3 cm) machined-face aluminum with painted pockets (STD)
	Tires, 255/60R19 all-season blackwall includes (KTI) tire inflator kit (STD)
	Tire, spare, none

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Data Version: 27568. Data Updated: Jan 22, 2026 6:48:00 PM PST.

Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

Exterior	
	Tire inflator kit (Included and only available with (QBX) 255/60R19 all-season blackwall tires.)
	Molding, door upper, low gloss Black
	Grille, body color
	Headlamps, LED
	IntelliBeam, auto high beam
	Mirror caps, body-color
	Mirrors, outside power-adjustable
	Glass, rear, deep tint
	Wipers, front intermittent
	Liftgate, manual
Entertainment	
	Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
	Audio system feature, 6-speaker system
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Google Automotive Services capable
	5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 6-way manual
	Seat, rear 60/40-split, fold-flat
	Floor mats, front, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Floor mats, rear, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Steering column, tilt and telescopic

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (✓ Complete)

Interior	
	Steering wheel, urethane
	Driver Information Center, 11" diagonal display
	Traffic Sign Recognition
	Window, power, driver, express up and down
	Window, power, front passenger with express down
	Remote Start, smartphone app capable
	Adaptive Cruise Control
	Theft deterrent system, unauthorized entry
	USB ports, 2 type-C, located forward of cupholders
	USB port, type-C, located within the center console armrest bin
	USB ports, 2 type-C, located on back of center console, charge-only
	Power outlet, 12-volt, located in center console compartment
	Air conditioning, single-zone automatic climate control
	Defogger, rear-window electric
	Cabin air filter, pollutant
	Mirror, inside rearview manual day/night
Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Front Pedestrian and Bicyclist Braking
	StabiliTrak, stability control system
Safety-Exterior	
	Daytime Running Lamps
Safety-Interior	
	Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (✓ Complete)

Safety-Interior	
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	Rear Park Assist (Upgraded to (UKZ) Enhanced Automatic Park Assist when (WK7) Super Cruise Package is ordered.)
	HD Surround Vision
	Rear Pedestrian Alert
	Blind Zone Steering Assist
	Side Bicyclist Alert
	Lane Keep Assist with Lane Departure Warning (Replaced with (UKL) Super Cruise when (WK7) Super Cruise Package is ordered.)
	Following Distance Indicator
	Forward Collision Alert
	LED Reflective Windshield Collision Alert
	Safety Alert Seat
	Seat belt indicators, driver, front passenger and rear passengers
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Door locks, rear child security
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
	Rear Seat Reminder
	Tire Fill Alert

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Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	11.59	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	114
EPA MPG Equivalent - Hwy	95	Estimated Battery Range	312 mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	220	SAE Net Torque @ RPM	243

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	10

Vehicle

EPA Classification	Small Sport Utility

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

Vehicle

Vehicle

	Vehicle 2WD

Chassis

Weight Information

Base Curb Weight	5009 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	5-link independent	Suspension Type - Rear	5-link independent
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBX	Rear Tire Order Code	QBX
Spare Tire Order Code	N/A	Front Tire Size	255/60R19
Rear Tire Size	255/60R19	Spare Tire Size	N/A

Wheels

Front Wheel Size	19 x -TBD- in	Rear Wheel Size	19 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	N/A

Steering

Steering Type	Continuously Variable Electric	Steering Ratio (:1), Overall	18.46

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (Complete)

Chassis

Steering

	Power (EPS)		
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	39.7 ft		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.5 x -TBD - in
Rear Brake Rotor Diam x Thickness	13.6 x -TBD - in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	N/A
Front Head Room	40.88 in	Front Leg Room	44.2 in
Front Shoulder Room	58.7 in	Front Hip Room	57.4 in
Second Head Room	38.1 in	Second Leg Room	38.92 in
Second Shoulder Room	58.33 in	Second Hip Room	53.79 in

Exterior Dimensions

Wheelbase	121.8 in	Length, Overall	192.23 in
Width, Max w/o mirrors	78.02 in	Height, Overall	65.05 in
Track Width, Front	65.9 in	Track Width, Rear	65.9 in
Min Ground Clearance	7.97 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	29.82 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A

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Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MC26) FWD 4dr LT (✓ Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	59.1 ft^3	Cargo Volume to Seat 2	25.5 ft^3
Cargo Volume to Seat 3	N/A		

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Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(530) 981-5164

TO: **CITY OF CARSON**
701 E Carson St
Carson, CA 90745
Freddy Loza
(310) 847-3531
floza@carson.ca.gov

DATE March 11, 2026
Quotation # 10329A
FAN # 871220

Prepared by: Aidan Barnhart

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-25-23-01P

Description	AMOUNT
CLIN 4 - Blazer EV	$ 44,650.00
Upgrade to 2026 RS	$ (500.00)
Options (refer to window sticker):	$ 1,535.00
2 Additional Key/Fobs	$ 800.00
Dana Safety Supply upfit (per Estimate# 613170)	$ 4,145.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 50,630.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 50,715.00
Tax Rate (subject to change): 10.500%	$ 5,325.08
Tire Fee:	$ 7.00
Fuel:	$ -
Delivery Charge:	$ 750.00
Total:	**$ 56,797.08**
Grand Total	**$ 56,797.08**

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	1

If you have any questions concerning this quotation, contact Aidan Barnhart at (530) 981-5164 or email at abarnhart@knightelkgrove.com

THANK YOU FOR YOUR BUSINESS!!

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	613170
Customer No.	ELKGROVAG

Bill To	**Ship To**
ELK GROVE AUTO COMPANY 8575 Laguna Grove Dr Elk Grove, CA 95757	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Andrew Villareal/David Brewer **Telephone:** 916-509-8598, 916-50 **E-mail:** cdekoning@knightelkgrove.com; jpowers@knightelkg	**Contact:** Nicholas Elmer **Telephone:** 916-747-1830 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/05/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	AIDAN BARNHART	

Order Quantity	Approve Quantity	Tax	Item Number / Description
1	1	N	INFO VEHICLE INFORMATION Warehouse: ROSE 2026 CHEVY BLAZER EV
1	1	N	INFO ROOF Warehouse: ROSE
1	1	Y	RX8SP3A WEC JUSTICE WECANX DUO, 50" AMBER W/ WHITE OVERRIDE Warehouse: ROSE 50" JUSTICE WCX DUO - AMBER/WHITE
1	1	Y	MISC WHELEN (MKAJ111) ADJ LIGHTBAR MOUNT KIT #111 BLAZER EV Warehouse: ROSE
1	1	N	INFO CONSOLE Warehouse: ROSE

Print Date	02/05/26
Print Time	03:28:57 PM
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Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	613170
Customer No.	ELKGROVAG

Bill To	**Ship To**
ELK GROVE AUTO COMPANY 8575 Laguna Grove Dr Elk Grove, CA 95757	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Andrew Villareal/David Brewer **Telephone:** 916-509-8598, 916-50 **E-mail:** cdekoning@knightelkgrove.com; jpowers@knightelkg	**Contact:** Nicholas Elmer **Telephone:** 916-747-1830 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
02/05/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	AIDAN BARNHART	

Order Quantity	Approve Quantity	Tax	Item Number / Description
1	1	Y	MISC WHELEN (CCP9) CORE-C CONTROL PT/SWITCH COMBO Warehouse: ROSE MOUNTED ON DASH NEAR STEERING WHEEL *FINAL MOUNTING LOCATION TBD*
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ROSE LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ROSE
1	1	N	FREIGHT INCOMING FREIGHT - WILL BE ADDED TO INVOICE Warehouse: ROSE

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	02/05/26
Print Time	03:28:57 PM
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By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS

*** Photo may not represent exact vehicle or selected equipment ***

Prepared by

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto
530-981-5164
abarnhart@knightelkgrove.com
aidan@winnerchevy.com

Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

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Dealership Information

***** IMPORTANT *****

Please review the Quote, "Window Sticker," and all included information and specifications for accuracy. If a purchase order is issued, please include a signed copy of this quote with the Window Sticker. By this quote being signed and returned by the purchasing agency, the purchasing agency acknowledges that the vehicle configuration and price are accurate.

The "Window Sticker" MSRP is for reference only and may not represent the final quoted price of the vehicle or optional equipment. Actual pricing may vary, see the Quote on page 1 for pricing.

Tax may not be included in the quote price. Purchasing agency is responsible for calculating tax. The tax rate is based on the registration address and cannot be a PO Box.

If the vehicle is going to be delivered beyond Sacramento, an additional delivery charge will be required.

Thanks!

Prepared By:

Aidan Barnhart
Winner Chevrolet / Elk Grove Auto
530-981-5164
abarnhart@knightelkgrove.com

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Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS

Interior:Black, Perforated suede/Evotex seat trim

Exterior 1:Polar White Tricoat

Exterior 2:No color has been selected.

Engine, none (electric drive unit)

Transmission, none (electric drive unit)

OPTIONS

CODE	MODEL	MSRP
1MD26	[Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS	
	OPTIONS	
1RS	RS Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
EMG	Black, Perforated suede/Evotex seat trim	$0.00
EN0	Engine, none (electric drive unit)	$0.00
G4J	Polar White Tricoat	$995.00
MF1	Transmission, none (electric drive unit)	$0.00
PSC	Dual Level Charge Cord, dual-mode, portable	$0.00
QTC	Tires, 275/45R21 all-season self-sealing, blackwall	$0.00
RHR	Wheels, 21" (53.3 cm) machined-face aluminum	$0.00
VK3	License plate front mounting package	$40.00
VQ2	Fleet processing option	$0.00
YF5	Emissions, California state requirements	$500.00

FUEL ECONOMY

Est City:N/A

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✓ Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Front Pedestrian Braking replaced by (UKT) Front Pedestrian and Bicyclist Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning.)
Mechanical	
	Engine, none (electric drive unit) (STD)
	Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
	Transmission, none (electric drive unit) (STD)
	Emission system zero emission vehicle (ZEV)
	Electronic Precision Shift
	Propulsion, front wheel drive (FWD)
	Trailering provisions, wiring
	Hitch Guidance
	Hitch View
	Suspension, Ride and Handling
	GVWR, 6283 lbs. (2850 kg)
	Brakes, 4-wheel antilock disc
	Brake rotor, FNC
	Brake lining, non-asbestos, organic
	Battery Pack, Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
	AC Charging, 11.5 kW capable
	Charge port door, power open/close
	Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)

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Data Version: 27568. Data Updated: Jan 22, 2026 6:48:00 PM PST.

Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Exterior	
	Wheels, 21" (53.3 cm) machined-face aluminum with Black painted pockets (STD)
	Tires, 275/45R21 all-season self-sealing, blackwall (STD)
	Tire, spare, none
	Roof color, Black (Included with all RS/SS exterior colors except (GBA) Black.)
	Roof rails, high gloss Black
	Molding, door upper, high gloss Black, and belt, low gloss Black
	Grille, Black
	Grille light bar, LED
	Headlamps, LED
	IntelliBeam, auto high beam
	Lighting, exterior choreography approach, walk-away, and charging
	Mirror caps, high gloss Black
	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming with turn signal indicators
	Glass, rear, deep tint
	Wipers, front intermittent, Rainsense
	AutoSense Power Liftgate, programmable, hands free
Entertainment	
	Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
	Audio system feature, 6-speaker system
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Google Automotive Services capable
	5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Seat trim, Perforated suede/Evotex

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Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Interior	
	Seats, heated driver and front passenger cushion and seatback
	Seats, ventilated driver and front passenger
	Seat adjuster, driver 8-way power
	Seat adjuster, driver 2-way power lumbar
	Seat adjuster, front passenger 6-way power
	Seat adjuster, front passenger 2-way power lumbar
	Driver memory, recalls driver "presets" for power driver seat and outside mirrors
	Seat, rear 60/40-split, fold-flat
	Floor mats, front, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Floor mats, rear, carpeted (Deleted when LPO floor mats/liners are ordered.)
	Steering column, tilt and telescopic
	Steering wheel, wrapped, flat-bottom
	Steering wheel, heated
	Driver Information Center, 11" diagonal display
	Traffic Sign Recognition
	Window, power, driver, express up and down
	Window, power, front passenger with express down
	Remote Start, smartphone app capable
	Universal Home Remote includes garage door opener, programmable
	Adaptive Cruise Control
	Theft deterrent system, unauthorized entry
	Wireless Phone Charging
	USB ports, 2 type-C, located forward of cupholders
	USB port, type-C, located within the center console armrest bin
	USB ports, 2 type-C, located on back of center console, charge-only
	Power outlet, 12-volt, located in center console compartment
	Air conditioning, dual-zone automatic climate control
	Defogger, rear-window electric
	Cabin air filter, pollutant
	Mirror, inside rearview auto-dimming

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Interior	
	Lighting, interior, ambient, multi-color
Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Intersection Automatic Emergency Braking
	Rear Cross Traffic Braking
	Reverse Automatic Braking
	Front Pedestrian and Bicyclist Braking
	StabiliTrak, stability control system
Safety-Exterior	
	Daytime Running Lamps
Safety-Interior	
	Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	Rear Park Assist (Upgraded to (UKZ) Enhanced Automatic Park Assist when (WK7) Super Cruise Package is ordered.)
	HD Surround Vision
	Rear Pedestrian Alert
	Blind Zone Steering Assist
	Side Bicyclist Alert
	Lane Keep Assist with Lane Departure Warning (Replaced with (UKL) Super Cruise when (WK7) Super Cruise Package is ordered.)
	Following Distance Indicator
	Forward Collision Alert

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Winner Chevrolet / Elk Grove Auto

Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Safety-Interior	
	LED Reflective Windshield Collision Alert (Replaced with (UV6) Head-Up Display when (ZL5) RS Convenience and Drive Confidence Package is ordered.)
	Safety Alert Seat
	Seat belt indicators, driver, front passenger and rear passengers
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Door locks, rear child security
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
	Rear Seat Reminder
	Tire Fill Alert
WARRANTY	
	Warranty Note: <<< Preliminary 2026 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Towing: 8 Years/100,000 Miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MF1
Trans Type	1	Trans Description Cont.	N/A
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	11.59	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	114
EPA MPG Equivalent - Hwy	95	Estimated Battery Range	312 mi

Engine

Engine Order Code	EN0	Engine Type	Electric
Displacement	N/A	Fuel System	Electric
SAE Net Horsepower @ RPM	220	SAE Net Torque @ RPM	243

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	10

Vehicle

EPA Classification	Small Sport Utility

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Vehicle

Vehicle

	Vehicle 2WD

Chassis

Weight Information

Base Curb Weight	5084 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	1500 lbs	Dead Weight Hitch - Max Tongue Wt.	150 lbs
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	5-link independent	Suspension Type - Rear	5-link independent
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QTC	Rear Tire Order Code	QTC
Spare Tire Order Code	N/A	Front Tire Size	275/45R21
Rear Tire Size	275/45R21	Spare Tire Size	N/A

Wheels

Front Wheel Size	21 x -TBD- in	Rear Wheel Size	21 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	N/A

Steering

Steering Type	Continuously Variable Electric	Steering Ratio (:1), Overall	18.46

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Aidan Barnhart | 530-981-5164 | abarnhart@knightelkgrove.com

Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Chassis

Steering

	Power (EPS)		
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	39.7 ft		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	12.5 x -TBD - in
Rear Brake Rotor Diam x Thickness	13.6 x -TBD - in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	N/A
Front Head Room	40.88 in	Front Leg Room	44.2 in
Front Shoulder Room	58.7 in	Front Hip Room	57.4 in
Second Head Room	38.1 in	Second Leg Room	38.92 in
Second Shoulder Room	58.33 in	Second Hip Room	53.79 in

Exterior Dimensions

Wheelbase	121.8 in	Length, Overall	192.23 in
Width, Max w/o mirrors	78.02 in	Height, Overall	65.05 in
Track Width, Front	65.9 in	Track Width, Rear	65.9 in
Min Ground Clearance	7.97 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	29.82 in

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A

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Vehicle: [Fleet] 2026 Chevrolet Blazer EV (1MD26) FWD 4dr RS (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	59.1 ft^3	Cargo Volume to Seat 2	25.5 ft^3
Cargo Volume to Seat 3	N/A		

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Acquisition Type

NON-IT Goods

Categories

1-3 of 3

UNSPSC	UNSPSC Description
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles
25101509	Passenger motor vehicles - Electrically powered vehicle

Contract Administrator

Buyer

Jason Vu

Department

DGS - Statewide Procurement

Email

jason.vu@dgs.ca.gov

Phone

Attachments

1-4 of 4

Attachment File	
Attachment_B-1_Specification_2310-BS-0194616-1.pdf	View
Attachment_B-2_Specification_2320-BS-0194616-2.pdf	View
Attachment_A_-_Contract_Pricing_1-25-23-01P_Supp._3.xlsx	View
User_Instructions_1-25-23-01P_Supplement_3.docx	View

Contract Line Items

FI$Cal One state. One system. (http://www.fiscal.ca.gov/) DGS GENERAL SERVICES (http://www.dgs.ca.gov/) CA.GOV (http://www.ca.gov/)

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Privacy Policy (https://fiscal.ca.gov/privacy-policy)

(http://www.ca.gov)

(mailto:?subject=Statewide%20Contract%20Fleet%20Vehicles&body=%0ahttps%3A%2F%2Fwww.dgs.ca.gov%2FPD%2FResources%2FPage-Content%2FProcurement-Division-Resources-List-Folder%2FStatewide-Contract-Fleet-Vehicles%0a%0a)

Translate

(/) (https://www.dgs.ca.gov/PD)

HOME (/) » PROCUREMENT DIVISION (HTTPS://WWW.DGS.CA.GOV/PD) » RESOURCES (HTTPS://WWW.DGS.CA.GOV/PD/RESOURCES) » STATEWIDE CONTRACT FLEET VEHICLES (HTTPS://WWW.DGS.CA.GOV/PD/RESOURCES/PAGE-CONTENT/PROCUREMENT-DIVISION-RESOURCES-LIST-FOLDER/STATEWIDE-CONTRACT-FLEET-VEHICLES)

Statewide Contract Fleet Vehicles

The State's Statewide Contracts for Fleet Vehicles provide Fleet Vehicles at contracted pricing to the State of California and local governmental agencies.

CONTRACT NUMBERS: 1-22-23-10B-E; 1-22-23-20B-K; 1-22-23-23B-I; 1-23-23-22A-D & F-G; 1-25-23-01A-Q
DESCRIPTION: Fleet Vehicles – Cars, Trucks, Vans and SUVs, Alternate Fuel MD/HD Vehicles
CONTRACTORS: Various
CONTRACT TERM: May 1, 2022 to April 30, 2027 (1-22-23-10C-E; 1-22-23-20C-K; 1-22-23-23C-I); May 1, 2022 to April 30, 2026 (1-22-23-10B; 1-22-23-20B; 1-22-23-23B); June 28, 2023 to June 26, 2026 (1-23-23-22A-D & F-G); February 18, 2025 to February 17, 2027 (1-25-23-01A-Q)
USER AGENCIES: State of California and Local Governmental Agencies

ADDITIONAL INFORMATION

*NEW - 1-25-23-01A-Q – Alternative Fuel Vehicles – Cars, Light Duty Trucks, Light Duty Vans & SUVs, and Medium/Heavy Duty Vans & Trucks

- Contract Master List (/-/media/Divisions/PD/Acquisitions/Fleet/AFV/AFV-ContractMasterList--2282025.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/AFV/AFV-Vehicle-Specifications--5152025.xlsx)

1-23-23-22A-D & F-G – Alternate Fuel Medium/Heavy Duty Vehicles

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions--1232322ADFG--Supp12.docx)

- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A--Contract-Pricing--Supp-12.xlsx)
- Postconsumer Content (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-C/Attachment-C--PCRC--Supp-12.xlsx)
- Technical Requirements (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-B/Attachment-B---Technical-Specifications-RFP.docx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D--Vehicle-Specifications--Supp-12.xlsx)

1-22-23-10B-E – Fleet Vehicles – Cars

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---Cars-Supplement-19.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---CARS---Supplement-19.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D---Vehicle-Specifications---CARS---Supplement-14.xlsx)

1-22-23-20B-K – Fleet Vehicles – Trucks

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---TRUCKS---Supplement-20.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---TRUCKS---Supplement-20.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D---Vehicle-Specifications---Supplement-15.xlsx)

1-22-23-23B-I – Fleet Vehicles – Vans and SUVs

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions/Contract-User-Instructions---Vans--SUVs---Supplement-36.docx)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A/Attachment-A-Pricing---Vans--SUVs---Supplement-36.xlsx)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D/Attachment-D--Vehicle-Specifications--Vans--SUVs--Supplement-26.xlsx)

Contracts 1-22-23-10B-E; 1-22-23-20B-K; 1-22-23-23B-I

- Postconsumer Content Certification Workbook (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-C/Attachment-C--PCRC--5152025.xlsx)

- Technical Requirements (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-B/Attachment-B---Technical-Specifications-BID.docx)

CONTACT

Refer to Contract User Instructions for Contract Administrator Contact Information

Department of General Services

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Document Summary

Detail Type	Detail
Event ID	0000031286
Commodity	Light Duty Alternative Fuel Vehicles
Attachment	Attachment B-1
Group-Class	2310
RITM	RITM0194616
Specification Number	2310-BS-0194616-1
Revision Level	Rev. A
Revision Date	February 11, 2025
Agency Name	Statewide

Revision History

Rev Level	Revision Date	Author	Summary of Changes
-	September 18, 2024	Wriston, M.	Initial release
Rev. A	February 11, 2025	Wriston, M.	Header change “Bid” to “Technical” Attachment number changed from “2” to “B-1” Section 3.1 change “bid” to “offered”

Table of Contents

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1.0 SCOPE

This specification sets forth the minimum requirements for Light Duty Alternative Fuel Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures ranging from 10° to 120°F.

2.0 APPLICABLE LAWS, INDUSTRY STANDARDS AND DEFINITIONS

Specifications, standards, and regulations referenced in this document in effect on the opening of the 'invitation for bid', form a part of this specification.

2.1. LAWS AND REGULATIONS

- 2.1.1. Health and Safety Code Section 25250.51 – Motor Vehicle Brake Friction Materials
- 2.1.2. Health and Safety Code Section 25215.8 – Lead Wheel Weights
- 2.1.3. California Code of Regulations, Title 13, Section 1962.2 – Zero-Emission Vehicle Standards for 2018 and Subsequent Model Year Passenger Cars, Light-Duty Trucks, and Medium-Duty Vehicles
- 2.1.4. California Code of Regulations, Title 13, Section 1962.3 – Electric Vehicle Charging Requirements

2.2. INDUSTRY STANDARDS

- 2.2.1. SAE J1772 – Electric Vehicle and Plug in Hybrid Electric Vehicle Conductive Charge Coupler
- 2.2.2. Combined Charging System (CCS) Specification
- 2.2.3. Charge Ports: Either (J1772 and CHAdeMO) or (CCS1) and meets 13 CCR § 1962.3. Charging adapters, if needed to meet these requirements, shall be supplied with the vehicle.

2.3. DEFINITIONS

- 2.3.1. GVWR – Gross Vehicle Weight Rating
- 2.3.2. WB – Wheelbase
- 2.3.3. 4x2 – Two-wheel drive
- 2.3.4. 4x4 – Four-wheel drive
- 2.3.5. AWD – All wheel drive
- 2.3.6. SUV – Sport Utility Vehicle

3.0 TECHNICAL REQUIREMENTS

3.1. GENERAL

Each vehicle shall be new (unused), current production as specified in the solicitation at the line-item description. Vehicles offered must meet or exceed the requirements in the line-item description unless stated otherwise. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included. Vehicle classifications in this specification or at the line-item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item

description with the following exceptions:

- Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
- Other vehicles with a GVWR of 8,500 lbs. or more
- Special Purpose Vehicles shall be included in the evaluations in the most appropriate category for each vehicle.

3.1.1. The following items (supplementing, if necessary, those items already cataloged as standard equipment) shall be furnished:

- Air Conditioning
- Automatic Transmission
- Manufacturer's Standard Radio
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
- If available as standard or optional equipment, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full-size spare is available, then it shall be included)

3.1.2. PAINT: Exterior color shall be solar reflective (white, silver metallic or gold metallic) unless the department is granted specific approval to use a non-solar reflective color by the Department of General Services, Office of Fleet and Asset Management (see State Administrative Manual (SAM) Section 3620.1).

3.1.3. The vehicle shall comply to all Federal Motor Vehicle Safety Standards (FMVSS) and California Vehicle Code (CVC) regulations in effect as of the date of manufacture.

3.2. VEHICLE TYPES

3.2.1. **Battery Electric Vehicles (BEV):** BEVs shall be propelled by one or more electric motors powered by a rechargeable battery.

3.2.2. **Plug-in Hybrid Electric Vehicles (PHEV):** PHEV is a vehicle that has both a internal combustion engine and one or more electric motors that can be charged (= filled with electricity) from the electricity supply of a house or public charging station.

3.2.3. **Fuel Cell Vehicles (FCV):** FCV is a vehicle with an electric motor which is powered by a fuel cell. A fuel cell generates electricity through chemical redox reactions using, generally, oxygen from the air and compressed hydrogen.

3.3. VEHICLE FUNCTIONS AND FEATURES

3.3.1. All vehicles with a range listed in the contract line item description shall meet or exceed the range requirement.

3.4. VEHICLE CLASSIFICATIONS

3.4.1. Cars

- Car line items that call for a 5-door hatchback require a rear door that provides access to a cargo area.
- Car line items that call for 4-Doors require a locking trunk that conceals the cargo from view from the outside of the vehicle (a 5-door “hatchback” will not be accepted).

3.4.2. SUV

- All SUVs shall come equipped with a hard top roof.
- SUVs that call for a minimum cargo volume refers to the cargo volume behind the first row of seats.
- 4x4 Off-Road – minimum ground clearance of 8-inches.

3.4.3. Trucks

- Crew Cab – Equipped with 4 full-size doors with center post that can open independently, allow egress of the rear passengers without disturbing the front passenger/driver and seating for 5-6 passengers.

Document Summary

Detail Type	Detail
Event ID	0000031286
Commodity	Medium/Heavy Duty Alternative Fuel Vehicles
Attachment	Attachment B-2
Group-Class	2320
RITM	RITM0194616
Specification Number	2320-BS-0194616-2
Revision Level	Rev. A
Revision Date	February 11, 2025
Agency Name	Statewide

Revision History

Rev Level	Revision Date	Author	Summary of Changes
-	September 18, 2024	Wriston, M.	Initial release
Rev. A	February 11, 2025	Wriston, M.	Header change “Bid” to “Technical” Attachment number changed from “3” to “B-2” Section 3.1 change “bid” to “offered”

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1.0 SCOPE

This specification establishes the minimum requirements for Medium and Heavy-Duty Alternative Fuel Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

2.0 APPLICABLE LAWS and INDUSTRY STANDARDS

Specifications and standards referenced in this document in effect on the opening of the solicitation form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

2.1 LAWS and REGULATIONS

2.1.1 SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

2.1.2 BRAKES: All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51

2.1.3 EMISSIONS: The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of sale.

2.1.4 WHEEL WEIGHTS: Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

2.1.5 PAINT: Exterior color shall be solar reflective (white, silver metallic or gold metallic) unless the department is granted specific approval to use a non-solar reflective color by the Department of General Services, Office of Fleet and Asset Management (see State Administrative Manual (SAM) Section 3620.1).

2.2 DEFINITIONS

- GVWR – Gross Vehicle Weight Rating
- GCWR – Gross Combined Weight Rating
- Curb Weight – The weight of the vehicle including a full tank of fuel and all standard equipment. It does not include the weight of any passengers, cargo, or optional equipment.
- WB – Wheelbase
- OEM – Original Equipment Manufacturer
- BEV – Battery Electric Vehicle
- FCEV – Fuel Cell Electric Vehicle
- CNGV – Compressed Natural Gas Vehicle
- 4x2 – Two-wheel drive
- 4x4 – Four-wheel drive

3.0 TECHNICAL REQUIREMENTS

3.1 GENERAL

Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles offered must meet or exceed the requirements in the solicitation line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

Vehicles that are produced by converting an existing gasoline or diesel fueled vehicle into a BEV shall meet the Original Equipment Manufacturer (OEM) Body Builders Standards and Guidelines.

3.2 CHARGING

All applicable vehicles shall come equipped with charging plugs that allow for charging at the maximum available level via CCS-Type 1 connection. Proprietary charging plugs or cables shall be supplied with adapter to meet CCS-Type 1 connection.

3.3 BATTERY ELECTRIC VEHICLE

Battery Electric Vehicles (BEVs), use a battery pack to store the electrical energy that powers the motor. The batteries are charged by plugging the vehicle in to an electric power source. These vehicles are classified as zero-emission vehicles because they produce no direct exhaust or tailpipe emissions.

3.4 FUEL CELL VEHICLE

Fuel Cell Electric Vehicle (FCEV) use fuel cells, sometimes in combination with a small battery or supercapacitor, to power its onboard electric motor. The fuel cells in these vehicles generate electricity generally using oxygen from the air and compressed hydrogen. These vehicles are classified as zero-emissions vehicles that emit only water and heat.

3.5 COMPRESSED NATURAL GAS VEHICLE

Compressed Natural Gas Vehicle (CNGV) uses CNG as its fuel source. These vehicles are typically designed for heavy-duty applications, such as trucks and buses, due to LNG's high energy density and the ability to store large amounts of fuel in a compact space. Vehicles with a GVWR of more than 26,000 pounds must be equipped with air brakes.

3.6 RANGE

All vehicles shall have at least an 80 mile range at maximum GVWR

3.7 MISCELLANEOUS EQUIPMENT

The following items (supplementing, if necessary, those items already cataloged as standard equipment) shall be furnished:

- Power steering
- Tilt steering wheel
- Heater / Air Conditioner
- AM/FM Radio
- Back-up alarm, 97db (minimum)
- Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

3.8 VANS

The solicitation line item description and the technical questionnaire shall specify the configuration, which is defined as follows:

- Cargo Vans: Equipped with at least 2 passenger doors and cab seating for 2 passengers, with at least 1 cargo access door on the passenger side, and full access rear doors, a pass through from the cab to the cargo area.
- Step van: A step van, or walk-in van, is a special cargo/mail delivery vehicle that only has a driver designated seating position. The vehicle has a sliding (or folding) side door and roof clearance that enables a person of medium stature to enter the passenger compartment area in an upright position.
- Cab Over: Also known as a tilt cab and features an extremely short front bumper to back-of-cab dimension. Cab over vans shall include a provision for tilting the cab forward on a pivot to provide access to the area where the engine would normally be.
- Conventional Cab: A van that contains a hood with an engine in front of the cab.

3.9 TRUCKS

The solicitation line item description and the technical questionnaire shall specify the cab configuration, which is defined as follows:

All trucks shall be equipped with at least 2 doors and seating for 2-3 passengers.

- Cab Over: Also known as a tilt cab and features an extremely short front bumper to back-of-cab dimension. Cab over trucks shall include a provision for tilting the cab forward on a pivot to provide access to the area where the engine would normally be.
- Conventional Cab: A truck that contains a hood with an engine in front of the cab.
- Cutaway: A cutaway cab offers an opening located in the rear of the cab allowing the driver to fully access the body interior.

- Tractor: "tractor" is a vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn.

Statewide Contract 1-25-23-01P, Alternative Fuel Vehicles

Attachment A - Contract Pricing, **Supplement 3 09/04/2025**

Contractor: Winner Chevrolet

Prompt Payment Terms	
Cash Discount:	500
For payment within:	20 DAYS

Contact Line Item # (CLIN)	Commodity Description (Minimum Requirements)	UNSPSC Code	Make	Model	*CARB-Aligned*	Unit of Measure	Quantity in Unit of Measure	Contract Price
1	Cargo Van, 2-Passenger, 150 in. WB, 250 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 400	*No*	Each	1	$87,275.00
2	Cargo Van, 2-Passenger, 180 in. WB, 150 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 600	*No*	Each	1	$78,206.00
3	Cargo Van, 2-Passenger, 180 in. WB, 250 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101505	BRIGHTDROP	ZEVO 600	*No*	Each	1	$88,728.00
4	Small Sport Utility, 5-Passenger, 200 Mile Range, ELECTRIC Vehicle in accordance with specification 2310-BS-0194616-1.	25101507	CHEVROLET	BLAZER EV	*No*	Each	1	$44,650.00
5	Cargo Van, 150 in. WB, Conventional Cab, 10000 lb. GVWR, 100 Mile Range, ELECTRIC Vehicle in accordance with specification 2320-BS-0194616-2.	25101519	BRIGHTDROP	ZEVO 400	*N/A*	Each	1	$77,751.00

The following items are applicable for options only.

Description	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
Additional options, (cost plus)	various	various	n/a	n/a	n/a	**10%**
Removal of options, (cost minus)	various	various	n/a	n/a	n/a	**10%**

End of Sheet

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click HERE (https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Event Details

Event : 0000031286

(mailto:?subject=Sharing Cal eProcure Event&body=I'm sharing a Cal eProcure Event with you, you can view it here: https%3

Alternative Fuel Vehicles

Details

Event ID

0000031286

Dept:

DGS - Statewide Procurement

Format/Type:

Sell Event / RFx

Event Version

7

Published Date

10/02/2024 2:00PM PDT

Event End Date:

11/07/2024 2:00PM PST

Description:

The State of California, Department of General Services, Procurement Division (DGS-PD) is issuing this Invitation for Bid (IFB) to cover the requirements of the State of California for Alternative Fuel Vehicles. The contract resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

Addendum #1 & Q&A Set #1 - Posted 10/14/2024

Addendum #2 - Posted 10/18/2024

Addendum #3 & Q&A Set #2 - Posted 10/25/2024

Addendum #4 & Q&A Set #3 - Posted 10/29/2024

Q&A Set #4 - Posted 11/5/2024

Q&A Set #5 - Posted 11/7/2024

View Event Package

View Vendor Ads

Contact Information

Eugene Shemereko
Phone:
Email: **eugene.shemereko@dgs.ca.gov (mailto:eugene.shemereko@dgs.ca.gov?subject=0000031286%20--%20The%20State%20of%20California%2C%20Department%20of%20General%20Services%2C%20Procurement%20Di**
PD)%20is%20issuing%20this%20Invitation%20for%20Bid%20(IFB)%20to%20cover%20the%20requirements%20of%2(
%20Posted%2010%2F14%2F2024%0A%0AAddendum%20%232%20-
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%20Posted%2011%2F5%2F2024%0A%0AQ%26A%20Set%20%235%20-%20Posted%2011%2F7%2F2024)

Pre Bid Conference (N/A)

Mandatory: Non Mandatory
Date:
Time:
Location:
Comments:

UNSPSC Codes

UNSPSC Classification	UNSPSC Classification Description
25101500	Passenger motor vehicles

UNSPSC Classification	UNSPSC Classification Description
25101600	Product & material transport vehicles
25101503	Passenger motor vehicles - Automobiles or cars
25101504	Passenger motor vehicles - Station wagons
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles

Contractor License Type（N/A)

Service Area（N/A)

FI$Cal One state. One system. (http://www.fiscal.ca.gov/) DGS GENERAL SERVICES (http://www.dgs.ca.gov/) CA.GOV (http://www.ca.gov/)

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

Supplement 3

Incorporates Supplements 1-3

ISSUE AND EFFECTIVE DATE:	***09/04/2025***
CONTRACT NUMBER:	1-25-23-01P
DESCRIPTION:	Alternative Fuel Vehicles
CONTRACTOR:	Winner Chevrolet
CONTRACT TERM:	02/18/2025 through 02/17/2027
STATE CONTRACT ADMINISTRATOR:	Jason Vu (279) 946-8626 Jason.Vu@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 6/21/2022)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Winner Chevrolet 7220 Fawn Way, Sacramento CA 95823	**Email:** jpowers@knightelkgrove.com	**Contact Information:** Winner Chevrolet Jerry Powers Phone: (775) 450-9209 Email: jpowers@knightelkgrove.com

Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets with strikethrough.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
3	***Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes:*** ➢ ***Article 7: California Air Resources Board (CARB)-Aligned Vehicles language has been added.*** ➢ ***Attachment A – Contract Pricing: Updated to reflect vehicles that are CARB-aligned.****	***9/4/25****
2	Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes: ➢ Article 36: Generative Artificial Intelligence (GenAI) Procurement Procedures language has been added.	4/21/25
1	Subject contract for Alternative Fuel Vehicles is hereby modified to reflect the following changes: ➢ Front page: State Contract Administrator has been updated from Ike Ogamba to Jason Vu. ➢ Article 24: Contract Administrator has been updated from Ike Ogamba to Jason Vu.	3/21/25
N/A	Original Contract Posted	02/18/2025

All other terms and conditions remain the same.

Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

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Contract (Mandatory) 1-25-23-01P
Contract User Instructions, ***Supplement 3***

1. SCOPE

The State's contract with Winner Chevrolet (Contractor) provides Alternative Fuel Vehicles at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-25-23-01P. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Alternative Fuel Vehicles to the State.

The contract term is for two years with an option to extend the contract for three additional one year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A - Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price adjustment is granted. Contract line items include the following categories:

Category 3: Light Duty Vans & Sports Utility Vehicles (SUVs)

Category 4: Medium and Heavy Duty Vehicles

Attachment A - Contract Pricing provides a description of the minimum requirements for each line item that the vehicle meets or exceeds.

Options

All factory options shall be available and priced at dealer cost plus up to 10 percent for an addition or dealer cost minus up to 10 percent for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)
- Running Boards
- Window Tint
- Bed Liner
- Vehicle OEM Charging Equipment (third-party charging equipment is not acceptable)
- Vehicle to Grid capable charging accessories (e.g. adaptors, cables, etc.)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within 10 calendar days of request.

Third-party upfitting (e.g. utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Refer to Article 14, Purchase Execution for additional fees and sales tax information.

California Air Resources Board (CARB)-Aligned Vehicles

State departments are required to purchase designated vehicle categories from Original Equipment Manufacturers (OEM) that recognize California's authority to set vehicle emissions standards under section 209 of the Clean Air Act and have aligned with CARB in their commitment to reducing their fleets' emissions (CARB-aligned).

CARB-aligned vehicles are identified on Attachment A, Contract Pricing. For a complete list of CARB-aligned vehicles and vehicle categories subject to this policy, visit the DGS, Office of Fleet and Asset Management website at: Vehicle Manufacturer Purchasing Restrictions*

8. SPECIFICATIONS

All Light Duty Vehicles listed on Attachment A - Contract Pricing, conform to Attachment B-1, Specification 2310-BS-0194616-1. All Medium and Heavy Duty Vehicles listed on Attachment A - Contract Pricing, conform to Attachment B-2, Specification 2320-BS-0194616-2.

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that supports this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

Contact	Phone	Email
Jerry Powers	(775) 450-9209	jpowers@knightelkgrove.com

10. PRE-ORDER QUOTE REQUEST

Upon request, Contractor shall provide an itemized quote to ordering agencies that contain, at minimum, the following information:

- Contractor letterhead
- Quote "prepared by" name and contact information

- Quote number
- Date of Quote
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract line item number
- Quantity
- Description of item
- Manufacturer's part number/SKU
- Contract unit price
- Vehicle options price (dealer cost plus up to 10 percent)
- Extended price (quantity x contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax (based on Bill To address)
- Applicable fees (e.g., tire fees)
- Grand total

11. PRODUCT SUBSTITUTIONS

The contract provides for substitution if vehicles are discontinued however any substitution must be approved by the State Contract Administrator. These changes will be made in the form of a supplement to the User Instructions and will not be effective until the supplement's release.

The Contractor shall not substitute products without written approval from the State Contract Administrator.

If a discontinued item has been identified, ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item
- Cancel the item from the order

12. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates

- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

13. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

C. Sales Tax

The sales tax rate applied should be based on the rate of the area where the product is to be registered.

D. Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

E. Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider.

14. MINIMUM ORDER

The minimum order shall be one vehicle.

15. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION	
U.S. Mail: Winner Chevrolet 7220 Fawn Way Sacramento, CA 95823	Email: jpowers@knightelkgrove.com

- When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

16. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Are submitted without OFAM approval stamp (State Agencies)
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

17. ORDER ACKNOWLEDGEMENT

The Contractor must provide the ordering agency with an order receipt acknowledgement, either through email or facsimile, within 10 days of receipt. Order Acknowledgement will include:

- Contractor's Order Number
- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer (if applicable)
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

*Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date

18. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a

representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Locations

Deliveries are to be made statewide from the factory to the Contractor's place of business or a designated delivery location closest to the ordering agency. A designated or "courtesy" delivery location shall have the facilities to accommodate a pre-delivery service and inspection.

Ordering agencies have the option to receive vehicles at the Contractor's designated business location or have it delivered to the location specified on the individual order. Appropriate delivery instructions shall be provided on the Purchase Order. Contractor shall contact the ordering agency if Purchase Order is submitted without specific delivery instructions.

Caravan or drive-away method of delivery from the factory to a Contractor's designated business site is not acceptable unless agreed upon by the ordering agency.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged 50 cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than 500 miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the 500 mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

All PHEVs shall be delivered with no less than five gallons of fuel in the tank. ZEVs shall be delivered with no less that 80 percent battery charge.

Drop ship deliveries shall not be made without prior State inspection.

C. Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One copy of the warranty, including applicable certificates, cards, etc.
- One copy of the owner's manual

D. Schedule

Delivery shall be within 150 days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay. Additional delivery time may be granted upon mutual consent between the ordering agency and the Contractor.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

When feasible, Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

19. FREE ON BOARD (F.O.B.) DESTINATION

Dealers shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the dealer and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the dealer is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

20. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions (rev 6/21/2022), Article 12 entitled “Packing and Shipment”.

21. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

22. INSPECTION AND ACCEPTANCE

Vehicles ordered for state use will be inspected by a state inspector at the dealer’s place of business or designated business site.

Inspection will commence within five working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the state inspector shall in no way release the dealer from satisfying the requirements of the contracts, specifications, and warranty. Specification requirement deviations detected by the owning department shall be corrected by the dealer in an expeditious manner at no expense to the owning department.

Inspection and acceptance shall be in accordance with the General Provisions (Rev 6/21/2022), Article 17 entitled Inspection, Acceptance and Rejection.

23. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Winner Chevrolet
Contact Name:	Jason Vu	Jerry Powers
Telephone:	(279) 946-8626	(775) 450-9209
Email:	Jason.Vu@dgs.ca.gov	jpowers@knightelkgrove.com
Address:	DGS/Procurement Division Attn: Jason Vu 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Winner Chevrolet Attn: Jerry Powers 7220 Fawn Way Sacramento, CA 95823

24. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

25. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on any order cancelled after the order has been placed with the manufacturer except for cases of product defect or recall. The Contractor shall notify the ordering agency of the order placement per Article 18, Order Acknowledgement. Restocking fees can be no greater than ten percent of the value of the vehicle being restocked.

26. INVOICING

Invoices shall be submitted to the ordering agency within seven calendar days from date of delivery. The Contractor is to render invoices as instructed on individual orders. The Contractor's invoice must include, at a minimum:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

27. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

Contractor offers a Prompt Payment Cash Discount of $500 per vehicle for payment within the 20 number of days on Attachment A - Contract Pricing.

The cash discount payment period shall begin only after the vehicle has been delivered, inspected, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one working day after the date of the State warrant or check.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. The Std. 204 can be found in FI$CAL or may be requested from the Contractor.

28. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Winner Chevrolet	45-0506141

29. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from this contract. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for any resultant contract shall meet the following:

- Bumper to bumper warranty shall cover not less than three years/36,000 miles, no charge for parts and labor.
- Power Train/Drive Unit warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than five years/100,000 miles, no charge for parts and labor.
- Power Train/Drive Unit warranty for vehicles over 8500 lbs. GVWR shall cover not less than five years/60,000 miles, no charge for parts and labor.
- Battery pack warranty shall cover not less than five years/100,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

30. IN-SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

31. REPAIR PARTS

The manufacturer of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) or unusual market circumstances may require more than working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

32. MAINTENANCE PLAN

A Maintenance Plan may be requested by ordering agencies; however, this service is non-mandatory. Maintenance Plan pricing shall be negotiated between the ordering agency and the Contractor.

The maintenance plan shall include at a minimum all manufacturer recommended services such as, but not limited to, the following:

- Oil changes
- Filter changes

- Fluid changes
- Lubrications
- Tire rotations
- Equipment and safety inspections

The Maintenance Plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

Non-factory sponsored plans must not void the manufacturer's warranty and shall be available in both northern and southern California, at a minimum, within:

- 30-mile radius of the State Capitol, per Google Maps; or
- Los Angeles County

33. RECYCLED CONTENT

There is no recycled content associated with this contract.

34. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

35. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- GenAI Disclosure & Factsheet (STD 1000)
- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

36. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

37. STATE OF CALIFORNIA EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: Employee Pricing Program web site.

38. ATTACHMENTS

Attachment A – Contract Pricing Supplement 3*
Attachment B-1 – Specification 2310-BS-0194616-1
Attachment B-2 – Specification 2320-BS-0194616-2
Attachment C – PCRC Worksheet

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])
- [x] Written Contract (Section 2605(1)(iii))

Pursuant to 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: STATE OF CALIFORNIA **Vendor:** WINNER CHEVROLET

Contract #: 1-25-23-01P **Solicitation #:** 0000031286

Contract Effective Date: 02/18/25 **Contract Expiration:** 02/17/2027

Specify purchase details:

Amount: NTE $158,000 **Vendor:** WINNER CHEVROLET

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Quote No. 10328A
Quote No. 10329A

Authorized Department Staff:

Signature: Nora Garcia

Date: 3/26/26

Name/Title: Nora Garcia PSEM Director

Purchasing:

03/26/26

Rev. 0825JT

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management {{department}} {{division}}

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 6 TO THE AGREEEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC, CONTRACT (23-083) FOR EXPANSION OF SURVEILLANCE CAMERAS AT CITY FACILITIES (CITY COUNCIL)

I. SUMMARY

On March 27, 2023, the City and Johnson Controls, Inc. (Contractor) entered into a contract to provide citywide video surveillance and access control systems at City facilities including City Parks, City Hall, the Community Center, and the Corporate Yard at a cost not to exceed $5,165,644.08 (Exhibit No. 3).

On October 24, 2023, the parties executed Amendment No. 1 (Exhibit No. 4) to increase the contract amount by $686,331.00 to temporarily add CCTV trailers and Mobile Marshall camera units under the City's emergency procedures, increasing the contract sum to $5,851,975.08.

On December 5, 2023, Amendment No. 2 (Exhibit No. 5) was approved to upgrade the camera sensor types from single-sensor to multi-sensor cameras with additional cloud storage and to compress the one-year installation schedule to six months. This increased the contract sum by $659,861.35, bringing the total to $6,511,836.44.

On September 17, 2024, Amendment No. 3 (Exhibit No. 6) provided for installation of additional materials to expand the Access Control and CCTV surveillance systems. Johnson Controls provided a $150,000 credit toward the $1,740,485.59 proposal, reducing the net increase to $1,590,485.59 and bringing the total contract sum to $8,102,322.03.

On May 6, 2025, Amendment No. 4 (Exhibit No. 7) was approved to further expand the access control and CCTV surveillance systems in conjunction with the City Hall Basement and Emergency Operations Center renovation project (PW1731) at a cost of $144,447.68, increasing the contract sum to $8,246,769.71.

On October 21, 2025, Amendment No. 5 (Exhibit No. 8) was entered into for installation of additional card readers and related access control hardware in the City Hall basement. Johnson Controls provided a quotation dated September 17, 2025, totaling $11,751.81 for two new card readers, cabling, programming, and commissioning. Staff recommended including an additional $30,000.00 as contingency for potential future reader or camera additions, bringing the total proposed amendment amount to $41,751.81. Approval of Amendment No. 5 increased the contract sum from $8,246,769.71 to $8,288,521.52.

Staff is now requesting City Council approval of Amendment No. 6 (Exhibit No. 1) to expand and enhance CCTV surveillance capabilities at Carriage Crest Park, Hemingway Park, and Foisia Park to support ongoing public safety efforts. The proposed improvements include the installation of additional cameras and upgrades to existing equipment, based on contractor quotations (Exhibit No. 2). In addition, the amendment reflects the contractor's legal name change to Johnson Controls Building Solutions, LLC, effective January 5, 2026. The contractor will also provide updating bonding documentation consistent with the amended contract amount, in accordance with contract requirements. The total cost of the proposed improvements is not to exceed $948,618.80. Approval of Amendment No. 6 will increase the total contract sum from $$8,258,521.52 to $9,207,140.32.

II. RECOMMENDATION

Take the following actions:

1. APPROVE Amendment No. 6 to the agreement with Johnson Controls Building Solutions, LLC to increase the contract sum from $8,288,521.52 to $9,207,140.32; and
2. AUTHORIZE the Mayor to execute Amendment No. 6, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

City Council awarded a five-year contract to the lowest responsive and qualified bidder, Johnson Controls, Inc., to provide citywide video surveillance and access control systems including monitoring and maintenance of City Parks, City Hall, the Community Center, and the Corporate Yard at a cost not to exceed $5,165,644.08. City Council also authorized construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

Due to increased crime-related activity at various City Parks and City Corporate Yard, staff made an emergency request to City Council to approve expenditures pursuant to Section 2611(d) of the City's Municipal Code in the amount of $686,331.00 resulting in Amendment No. 1 which was approved by the City Council on November 7, 2023. This measure included the rental and temporary placement of CCTV trailers and Mobile Marshall camera units for a period of six (6) months. This amendment resulted in an increase to the base contract sum of $5,165,644.08 to $5,851,975.08. The amendment amount was applied to the $774,846.61 project contingency resulting in $88,515.61 remaining.

On December 5, 2023, staff returned to City Council for approval of Amendment No. 2. This amendment provided an upgrade to the Citywide video surveillance cameras to multi-sensors with additional cloud storage and changes to the schedule by compressing the one-year (1) installation period to six (6) months. This amendment increased the contract amount by $659,861.35, which increased the total contract sum from $5,851,975.08 to $6,511,836.44. Resolution No. 23-195 was also approved allowing a budget transfer from Project PW1737 to Project PW1674 in the 2023-24 Capital Improvement Program budget. It is important to note that the city has adopted the 2021 Edition of the Standard Specifications for Public Works Construction ("Greenbook") as part of the original agreement. Under the Greenbook, change orders for the amount contemplated in Amendment No. 2 are permitted without bidding considerations so long as both City and contractor agree.

On September 17, 2024, staff returned to City Council for approval of Amendment No. 3. This amendment provided the purchase and installation of additional equipment to expand the Access Control and CCTV Surveillance systems after it was determined that additional coverage and more access control points were needed. That purchase and installation came to a total of $1,740,485.59. However, the original agreement included a $150,000.00 allowance for additional services, which had not yet been used. As a result, Johnson Controls provided the city with a $150,000.00 credit reducing the cost of Amendment No. 3 to $1,590,485.59. Amendment No. 3 increased the contract amount from $6,511,836.44 to $8,102,322.03.

On May 6, 2025, staff returned to City Council for approval of Amendment No. 4. This amendment expanded system coverage within the City Hall Basement and Emergency Operations Center renovation project (PW1731) at a cost of $144,447.68, bringing the total contract sum to $8,246,769.71.

On October 21, 2025, after Council approval the parties entered into Amendment No. 5. This amendment allowed the installation of two additional card readers in City Hall to ensure complete access control coverage of secured entrances and internal doorways following completion of the basement renovation project. Johnson Controls provided a quotation dated September 17, 2025, totaling $11,751.81 for the installation of two new card readers, cabling, programming, and commissioning. Additionally, staff recommended including an additional $30,000.00 to serve as contingency funding for potential future readers or camera additions, bringing the total amendment amount to $41,751.81. Amendment No. 5 increased the total contract sum from $8,246,769.71 to $8,288,521.52. The parties did not have a need to use any portion of the contingency.

Staff is now requesting City Council approval of Amendment No. 6 to allow Change Order 6 for Contractor to provide and install the materials necessary to add new CCTV cameras at Carriage Crest Park and Hemingway Park for $668,739.65 and $234,285.74, respectively, and to provide and install the materials necessary to upgrade to new CCTV cameras at Foisia Park for $45,593.41. The total added cost for all three parks is not to exceed $948,618.80. Approval of Amendment No. 6 will increase the contract sum to $9,207,140.32 which is $30,000 less than the total included in Exhibit No. 2 due to the unused $30,000.00 contingency authorized through Amendment No. 5. Additionally, Johnson Controls, Inc. underwent a legal name change to Johnson Controls Building Solutions, LLC, effective January 5, 2026, and will continue to operate under the existing agreement. In connection with this amendment, the Contractor will provide updated bonding documentation consistent with the revised contract amount in accordance with contract requirements and subject to approval by the City Attorney.

As has been the case previously, the Greenbook allows the parties to incorporate Change Order 6 without regard to bidding considerations.

V. FISCAL IMPACT

The total cost of Amendment No. 6 is not to exceed $948,618.80 and is funded through the Capital Improvement Program (CIP) under Project No. 1674, Account No. 101-99-999-904-8012, within the adopted CIP budget, as amended through a City Council approved mid-year adjustment.

VI. EXHIBITS

1. Proposed Amendment No. 6 to Contract No. 23-083
2. Johnson Controls Quotations
3. Original Contract No. 23-083
4. Amendment No. 1 to Contract No. 23-083
5. Amendment No. 2 to Contract No. 23-083
6. Amendment No. 3 to Contract No. 23-083
7. Amendment No. 4 to Contract No. 23-083
8. Amendment No. 5 to Contract No. 23-083

Attachments

1. Proposed Amendment No. 6 to Contract No. 23-083.pdf
2. Johnson Controls Quotations.pdf
3. Original Contract No. 23-083
4. Amendment No. 1 to Contract No. 23-083
5. Amendment No. 2 to Contract No. 23-083
6. Amendment No. 3 to Contract No. 23-083
7. Amendment No. 4 to Contract No. 23-083
8. Amendment No. 5 to Contract No. 23-083

AMENDMENT NO. 6

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 6") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls Building Solutions, LLC, a Delaware limited liability company authorized to conduct business in California ("Contractor") is effective as of the 7th day of April, 2026. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Johnson Controls, Inc., a Wisconsin corporation ("JC") entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby JC agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City recently experienced increased crime and therefore was in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from JC for a period of six (6) months under City's emergency procedures, and based thereon, City and JC sought to enter into an amendment to formally memorialize and set forth the terms and conditions of JC's provision of such additional equipment.

C. City and JC entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and JC entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. City and JC entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 3") to allow for Change Order 3 for JC to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance had been used, JC provided City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. City and JC entered into another amendment to the Agreement dated May 6, 2025 ("Amendment No. 4") to allow for Change Order 4 for JC to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement for an additional amount of $144,447.68, thereby bringing the adjusted Contract Sum to $8,246,769.71.

H. City and JC entered into another amendment to the Agreement dated October 21, 2025 ("Amendment No. 5") to allow for Change Order 5 for JC to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City for an additional amount of $11,751.81 and add another $30,000 as a contingency only in the event City elected to have additional card readers installed, thereby bringing the adjusted Contract Sum to $8,288,521.52. The Parties did not use any of this contingency.

I. Effective on or about January 5, 2026, JC underwent a name change to Johnson Controls Building Solutions, LLC.

J. Now, the Parties seek to enter into this Amendment No. 6 to allow for Change Order 6 for Contractor to provide and install the materials necessary to add new CCTV cameras at Carriage Crest Park and Hemingway Park for $668,739.65 and $234,285.74, respectively, and to provide and install the materials necessary to upgrade to new CCTV cameras at Foisia Park for $45,593.41. The total added cost for all three parks is not to exceed $948,618.80 thereby increasing the new Contract Sum to $9,207,140.32 after deducting the $30,000 unused contingency authorized through Amendment No. 5.

K. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 6 into the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 6.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 6, not expressly defined in this Amendment No. 5, shall have the same meaning ascribed to them in the Agreement.

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**1.1 Scope of Work**.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems, Exhibit "A-1," Exhibit "A-2," Exhibit "A-3", Exhibit "A-4"***,*** ~~and~~ Exhibit "A-5" ***and Exhibit "A-6"*** ("**Global Project**"). Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2, Exhibit "A-3" describes Change Order 3, Exhibit "A-4" describes Change Order 4***,*** ~~and~~ Exhibit "A-5" describes Change Order 5 ***and Exhibit "A-6" describes Change Order 6***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. Change Order 4 will require Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. Change Order 5 will require Contractor to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City. ***Change Order 6 will require Contractor to provide and install new CCTV cameras at Carriage Crest Park and Hemingway Park, and upgrade to new CCTV cameras at Foisia Park.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of the work described in Exhibit "A-2," Exhibit "A-3," Exhibit "A-4," Exhibit "A-5," ***Exhibit "A-6"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents

included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum**.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit "A," and incorporated herein by this reference***, and Exhibit "A-1," Exhibit "A-2," Exhibit "A-3", Exhibit "A-4", Exhibit "A-5" and Exhibit "A-6."*** Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed ***Nine*** ~~Eight~~ Million Two Hundred ***Seven*** ~~Eighty Eight~~ Thousand ***One*** ~~Five~~ Hundred ***Forty*** ~~Twenty One~~ Dollars and ***Thirty*** ~~Fifty~~ Two Cents (***$9,207,140.32*** ~~$8,288,521.52~~) ("**Contract Sum**") for completion of the Global Project~~, with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5~~. Of this amount, the amount attributable to the Project is not to exceed ***Six*** ~~Five~~ Million ***One*** ~~Two~~ Hundred ***Fifty*** ~~Thirty One~~ Thousand ***One*** ~~Five~~ Hundred ***Forty Four*** ~~Twenty Six~~ Dollars and ***Eighty*** Four Cents (***$6,150,144.84*** ~~$5,231,526.04), with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5~~."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project minus the work detailed in Exhibit A-3 and Exhibit A-4 by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing. Contractor shall complete the work required in Exhibit A-3 by no later than March 31, 2025, shall complete the work required in Exhibit A-4 by no later than August 6, 2025, ~~and~~ shall complete the work required in Exhibit A-5 by no later than January 21, 2026***, and shall complete the work required in Exhibit A-6 by no later than six (6) months following issuance of a Notice to Proceed by the City's Project Manager***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years,

consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Exhibit "A-6" (Change Order 6) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-5 and shall read in its entirety as follows:

See attached Exhibit "A-6."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

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, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 6, 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. 6, 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. 6.

7. Authority. The persons executing this Amendment No. 6 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. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 6 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. 6.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS BUILDING SOLUTIONS, LLC, a Delaware limited liability company

_____
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.

EXHIBIT "A-6"

CHANGE ORDER 6

Carriage Crest Park Expansion: CCTV Camera System Additions

CCTV System Camera Additions
23800 S. Figueroa Street, Carson CA 90745

Project Description: Provide and install the materials necessary to add new CCTV cameras at new locations at this facility with new cameras mounted on the light poles utilizing new conduit provided by the City during the park revision construction project.

Base Scope of Work: This work includes the delivery and installation of the items listed in the BOM / Bill of Materials. Contractor will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. Contractor will provide programming, testing and commissioning. This work is based on the network connections to be no longer than 300' from each camera location to the associated network switches, provided by the City. A fiber network will expand the length beyond 300'.

TOTAL QUOTE			**$ 621,965.46**
Labor Total			**$ 316,420.74**
Sales Tax			**$ 17,747.42**
Material			**$ 287,797.31**
Part #	**HEAD-END**	Qty	
QXS500-10	QxStation 500 - 2U rackmount gateway with 10TB HDD. Add up to 32 cameras and up to 64 total resources.	2	
QXS500-UP96	QxStation 500 - Factory upgrade the capacity of the QxStation 500 to support 96 cameras and 96 total resources.	2	
QXP-V-CMS 5 Year	Cloud Managed Service includes **60 months** of feature up- dates, technical support, and 20GB of cloud clip storage 1 per Physical Camera.	58	
CS90-60	90 day cloud video storage subscription, billed every **FIVE YEARS** - One per QXP License (one per lens for multisensor	58	
	cams)		
P3719-PLE	AXIS PANORAMIC 4X 5MP 20FPS, 360 IR ILLUMINATION	58	
T91B67	AXIS Pole Mount	58	
T94N01D	AXIS PENDANT KIT FOR P3717-PLE IP CAM	58	
Misc Material	Misc. Hardware, Tools, Connectors, etc.	1	
Misc.	Equipment and Lift Rental	1	
	OPTIONAL ITEMS		
Wire / Cable	Install Cat6 wire for each camera limited to 300' each, through customer provided conduit	58	$ 46,774.19
	PROFESSIONAL SERVICES - CoE		

TOTAL: $668,739.65

AXIS P3719-PLE Network Camera

15 MP multidirectional camera with IR for 360° coverage

AXIS P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses (4 x Quad HD) enabling overview and detailed surveillance. With one IP address and one network cable, the four-cameras-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination and WDR provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll, and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera has an integrated weathershield.

- > 15 MP, 360° coverage with one IP address
- > 360° IR illumination
- > Compact, flexible and discreet
- > Remote zoom and focus
- > Zipstream

Foisia Park Renovations CCTV Camera System Re-Installation and Revisions

CCTV System Camera Re-Installation and Location Revisions
701 Carson Street, Carson, CA 90745

Project Description: Provide and install the materials necessary to upgrade to new CCTV cameras at new locations at this facility with new cameras mounted on the park backstops utilizing new conduit provided by the City during the park revision construction project.

Base Scope of Work: This work includes the delivery and installation of the items listed in the BOM / Bill of Materials. Contractor will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. Contractor will provide programming, testing and commissioning.

TOTAL QUOTE			**$ 45,593.41**
Labor Total			**$ 21,675.08**
Sales Tax			**$ 1,459.38**
Material			**$ 22,458.96**
Part #	Description	Qty	
	HEAD-END		
JCI Programming	Update the Qumulex Configuration and test for proper operation	1	
	FIELD DEVICES		
P4707-PLVE 5MP	Axis 180 degree Outdoor Dual-Sensor Network Dome Camera with Night Vision	6	
T91B67	AXIS Pole Mount	6	
Misc Material	Conduit, Fastners, Brackets and Cable	1	
Misc.	Equipment and Lift Rental	1	

TOTAL $45,593.41

AXIS P4707-PLVE Panoramic Camera

Dual-sensor with 360° IR and deep learning

This dual-sensor, multidirectional camera offers 2*5 MP at 30 fps. It features Lightfinder and Forensic WDR for sharp, clear images in challenging or poor light conditions. Built on ARTPEC-8, this high-performance camera includes a deep learning processing unit enabling improved processing and storage capabilities. It also allows you to collect and analyze even more data than before – on the edge. Plus, it delivers valuable metadata facilitating fast, easy, and efficient forensic search capabilities in live or recorded video. And, with flexible positioning of both varifocal camera heads plus, remote zoom and focus capabilities, it ensures fast and cost-effective installation.

- > 2*5 MP, multidirectional camera, with one IP address
- > Support for analytics with deep learning on both sensors
- > 360° IR illumination
- > 2.5x zoom
- > Axis Lightfinder and Forensic WDR

Hemingway Park: CCTV Camera System Additions

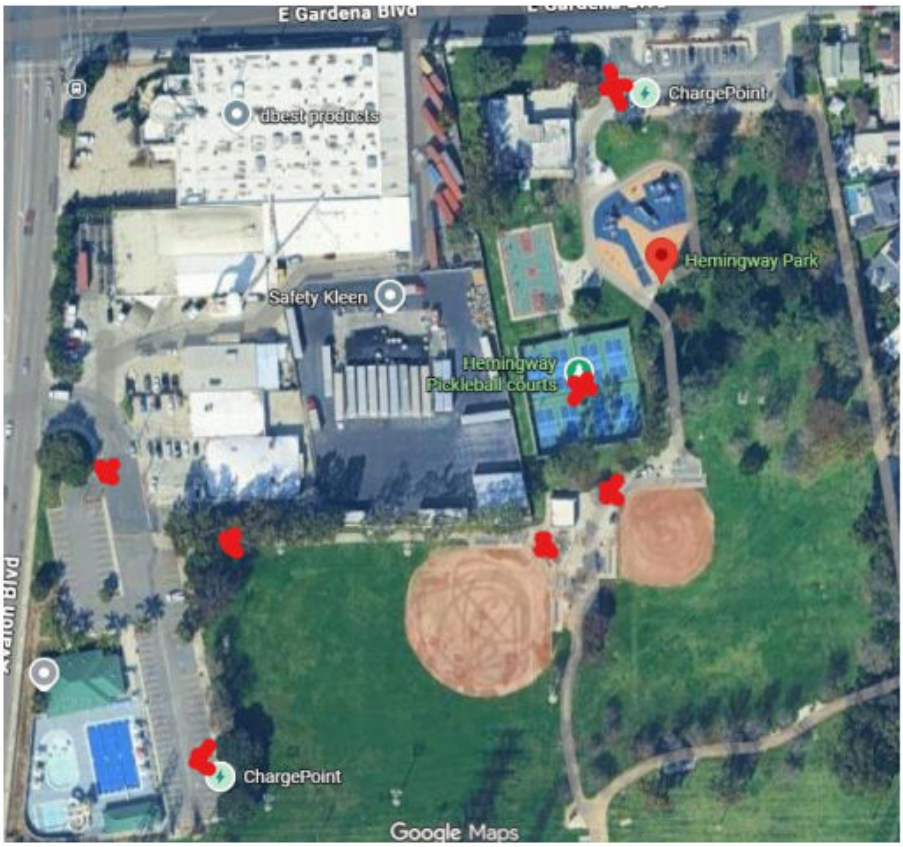
CCTV System Camera Additions
700 E. Gardena Blvd., Carson CA 90745

Project Description: Provide and install the materials necessary to add new CCTV cameras at new locations at this facility with new cameras mounted on the light poles utilizing existing power at each existing pole. Signal transmission will be provided with Ubiquit wireless transmitters and receivers systems.

Base Scope of Work: This work includes the delivery and installation of the items listed in the BOM/Bill of Materials. Contractor will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. Contractor will provide programming, testing and commissioning.

TOTAL QUOTE			**$ 129,443.80**
Labor Total			**$ 47,522.26**
Sales Tax			**$ 4,709.71**
Material			**$ 77,211.84**
	SOFTWARE		
Part #	**HEAD-END**	Qty	
QXS500-10	QxStation 500 - 2U rackmount gateway with 10TB HDD. Add up to 32 cameras and up to 64 total resources.	1	
QXS500-UP96	QxStation 500 - Factory upgrade the capacity of the QxStation 500 to support 96 cameras and 96 total resources.	1	
QXP-V-CMS 5 Year	Cloud Managed Service includes **60 months** of feature up- dates, technical support, and 20GB of cloud clip storage 1 per Physical Camera.	7	
CS90-60	90 day cloud video storage subscription, billed every **FIVE YEARS** - One per QXP License (one per lens for multisensor	7	
Ubiquiti	Wireless Transmitters and Reciever Equipment	7	
	FIELD DEVICES		
P3719-PLE	AXIS PANORAMIC 4X 5MP 20FPS, 360 IR ILLUMINATION	7	
T91B67	AXIS Pole Mount	7	
T94N01D	AXIS PENDANT KIT FOR P3717-PLE IP CAM	7	
Misc Material	Misc. Hardware, Tools, Connectors, etc.	1	
Misc.	Equipment and Lift Rental	1	
	OPTIONAL ITEMS		
120V Power	Provide circuit for uninterrupted power at each pole supporting these camera additions. This work is limited to the work at the pole and using underground conduit by customer.	7	$ 104,841.94
	PROFESSIONAL SERVICES - JCI CENTER OF ENGINEERING - LOCAL OFFICE		

TOTAL $234,285.74



AXIS COMMUNICATIONS

AXIS P3719-PLE Network Camera

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- > 15 MP, 360° coverage with one IP address
- > 360° IR illumination
- > Compact, flexible and discreet
- > Remote zoom and focus
- > Zipstream

Johnson Controls

Improving Safety & Sustainability

Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

Proposal / Quotation: Amendment 06

March 26, 2026

CITY OF CARSON
Carriage Crest Park Expansion: CCTV Camera System Additions
Project: CCTV System Camera Additions
Site: 23800 S. FIGUEROA STREET, Carson CA 90745
Attn: Nora Garcia, Director of Public Safety & Emergency Management Department

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description : Provide and install the materials necessary to add new cctv cameras at new locations at this facility with new cameras mounted on the light poles utilizing new conduit provided by the customer during the park revision construction project. The camera counts and locations are based on the drawings "Carriage Crest Park Fixture Schedule & Details" Dated 7/17/2024, pages 1 through 6.

Johnson Controls, Inc. Base Scope of Work: This proposal includes the delivery, and Installation of the items listed in the BOM / Bill of Materials. JCI will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. JCI will provide programming, testing and commissioning. This proposal is based on the network connections to be no longer than 300' from each camera location to the associated network switches, provided by the customer. A fiber network will expand the length beyond 300'.

Note: All equipment availability will be provided at the date material is released to be ordered. Final equipment prices are based on the prices at the time of the delivery. Delivery dates are based on manufacturer availability and Johnson Controls Inc. will not be responsible for any delays of any equipment at any time. manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time. *This quote includes estimated sales tax only.* Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
Bonding for this project is included as required by the Base Contract.

TOTAL QUOTE			**$ 621,965.46**
Labor Total			**$ 316,420.74**
Sales Tax			**$ 17,747.42**
Material			**$ 287,797.31**
Part #	**HEAD-END**	Qty	
QXS500-10	QxStation 500 - 2U rackmount gateway with 10TB HDD. Add up to 32 cameras and up to 64 total resources.	2	
QXS500-UP96	QxStation 500 - Factory upgrade the capacity of the QxStation 500 to support 96 cameras and 96 total resources.	2	
QXP-V-CMS 5 Year	Cloud Managed Service includes **60 months** of feature up- dates, technical support, and 20GB of cloud clip storage 1 per Physical Camera.	58	
CS90-60	90 day cloud video storage subscription, billed every **FIVE YEARS** - One per QXP License (one per lens for multisensor	58	
	cams)		
P3719-PLE	AXIS PANORAMIC 4X 5MP 20FPS, 360 IR ILLUMINATION	58	
T91B67	AXIS Pole Mount	58	
T94N01D	AXIS PENDANT KIT FOR P3717-PLE IP CAM	58	
Misc Material	Misc. Hardware, Tools, Connectors, etc.	1	
Misc.	Equipment and Lift Rental	1	
	OPTIONAL ITEMS		
Wire / Cable	Install Cat6 wire for each camera limited to 300' each, through customer provided conduit	58	$ 46,774.19
	PROFESSIONAL SERVICES - CoE		

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Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

AXIS COMMUNICATIONS

AXIS P3719-PLE Network Camera

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> 15 MP, 360° coverage with one IP address
> 360° IR illumination
> Compact, flexible and discreet
> Remote zoom and focus
> Zipstream

Exclusions & Clarifications

- Additional consumables from the BOM items are not included.
- Network connectivity and related materials to be provided by the customer at each camera location.
- 120 VAC circuits for Security equipment excluded, to be provided at each camera location by the customer.
- If the customer utilizes a fiber network, it is required to terminate to an interior location. A fiber network will require a separate, dedicated conduit.
- Cabling to be provided and installed by the customer at EIA/TIA 568-B standards.
- Permits and fees are not included.
- Johnson Controls standard terms and conditions apply.

BILLING / TERMS AND CONDITIONS

The information contained in this document is proprietary to Johnson Controls Inc. Use or disclosure of this information, except for purposes of evaluation, is Prohibited without the written permission of Johnson Controls Inc. This information is copyrighted.

Mark Thummel
Account Executive
mark.a.thummel@jci.com
Cell: (702) 664-9100

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	**%**
Deposit/Advanced Payment/ Mobilization	**50%**
Prior to Delivery (Engineering / Materials)	**20%**
Monthly Progress Billing (Installation / Commissioning	**30%**
***To be mutually agreed upon in writing at a later date**	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:
PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____

☐ **NO:** Please submit via _____

Deposit Invoice accepted (___50___%): ☐ **No:** ☐ **Yes:**

Name: _____ Company Name: _____

Customer Signature: _____ **Date:** _____
This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject, however, to credit approval by Johnson Controls.

JCI Account Rep Name: Mark Thummel **Company Name:** Johnson Controls Inc. **Date:** 3-26-2026

JCI Authorized Approval Signature: _____ **Date:** _____

Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC's obligation is limited to the scope of work set forth in JC's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC's costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC's written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC's express written consent.

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(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC's work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC's efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or

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enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials,

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supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 10/01/2025

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Johnson Controls

Improving Safety & Sustainability

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Proposal / Quotation: Amendment 06

March 26, 2026

CITY OF CARSON
Hemingway Park: CCTV Camera System Additions
Project: CCTV System Camera Additions
Site: 700 E. Gardena Blvd., Carson CA 90745
Attn: Nora Garcia, Director of Public Safety & Emergency Management Department

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description : Provide and install the materials necessary to add new cctv cameras at new locations at this facility with new cameras mounted on the light poles utilizing existing power at each existing pole. Signal transmission will be provided with Ubiquit wireless transmitters and receivers systems.

Johnson Controls, Inc. Base Scope of Work: This proposal includes the delivery, and Installation of the items listed in the BOM / Bill of Materials. JCI will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. JCI will provide programming, testing and commissioning.

Note: All equipment availability will be provided at the date material is released to be ordered. Final equipment prices are based on the prices at the time of the delivery. Delivery dates are based on manufacturer availability and Johnson Controls Inc. will not be responsible for any delays of any equipment at any time. manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time. *This quote includes estimated sales tax only.* Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
Bonding for this project is included as required by the Base Contract.

TOTAL QUOTE			**$ 131,943.80**
Labor Total			**$ 47,522.26**
Sales Tax			**$ 4,709.71**
Material			**$ 77,211.84**
	SOFTWARE		
Part #	**HEAD-END**	Qty	
QXS500-10	QxStation 500 - 2U rackmount gateway with 10TB HDD. Add up to 32 cameras and up to 64 total resources.	1	
QXS500-UP96	QxStation 500 - Factory upgrade the capacity of the QxStation 500 to support 96 cameras and 96 total resources.	1	
QXP-V-CMS 5 Year	Cloud Managed Service includes **60 months** of feature up- dates, technical support, and 20GB of cloud clip storage 1 per Physical Camera.	7	
CS90-60	90 day cloud video storage subscription, billed every **FIVE YEARS** - One per QXP License (one per lens for multisensor	7	
Ubiquiti	Wireless Transmitters and Reciever Equipment	7	
	FIELD DEVICES		
P3719-PLE	AXIS PANORAMIC 4X 5MP 20FPS, 360 IR ILLUMINATION	7	
T91B67	AXIS Pole Mount	7	
T94N01D	AXIS PENDANT KIT FOR P3717-PLE IP CAM	7	
Misc Material	Misc. Hardware, Tools, Connectors, etc.	1	
Misc.	Equipment and Lift Rental	1	
	OPTIONAL ITEMS		
120V Power	Provide circuit for uninterrupted power at each pole supporting these camera additions. This work is limited to the work at the pole and using underground conduit by customer.	7	$ 104,841.94
	PROFESSIONAL SERVICES - JCI CENTER OF ENGINEERING - LOCAL OFFICE		

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AXIS COMMUNICATIONS

AXIS P3719-PLE Network Camera

15 MP multidirectional camera with IR for 360° coverage

AXIS P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses (4 x Quad HD) enabling overview and detailed surveillance. With one IP address and one network cable, the four-cameras-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination and WDR provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll, and tv a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edge undistorted views in all directions. The camera has an integrated weathershield.

- > 15 MP, 360° coverage with one IP address
- > 360° IR illumination
- > Compact, flexible and discreet
- > Remote zoom and focus
- > Zipstream

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Exclusions & Clarifications

- Additional consumables from the BOM items are not included.
- Network connectivity and related materials to be provided by the customer at each camera location.
- 120 VAC circuits for Security equipment excluded, to be provided by the customer with conduit provided with the proper code compliance.
- If the customer utilizes a fiber network, it is required to terminate to an interior location. A fiber network will require a separate, dedicated conduit.
- If the customer provides the cabling it shall be the current codes / standards.
- Permits and fees are not included.
- Johnson Controls standard terms and conditions apply.

BILLING / TERMS AND CONDITIONS

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	**%**
Deposit/Advanced Payment/ Mobilization	**50%**
Prior to Delivery (Engineering / Materials)	**20%**
Monthly Progress Billing (Installation / Commissioning	**30%**
***To be mutually agreed upon in writing at a later date**	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:
PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____

☐ **NO:** Please submit via _____

Deposit Invoice accepted (___50___%): ☐ **No:** ☐ **Yes:**

Name: _____ Company Name: _____

Customer Signature: _____ **Date:** _____
This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject, however, to credit approval by Johnson Controls.

JCI Account Rep Name: Mark Thummel **Company Name:** Johnson Controls Inc. **Date:** 3-26-2026

JCI Authorized Approval Signature: _____ **Date:** _____

Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and

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storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC’s supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC’s obligation is limited to the scope of work set forth in JC’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC’s costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC’s express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC’s proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC’s work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser’s default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC’s obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC’s obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JC’s costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC’s election to continue providing future services does not, in any way diminish JC’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC’s efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. “Trade Restrictions” means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer’s warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer’s warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All

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transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection

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under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the

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terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 10/01/2025

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Improving Safety & Sustainability

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Proposal / Quotation: Amendment 06

March 26, 2026

CITY OF CARSON
Foisia Park Renovations CCTV Camera System Re-Installation and Revisions

Project: CCTV System Camera Re-Installation and Location Revisions
Site: 701 Carson Street, Carson, CA 9074
Attn: Nora Garcia, Director of Public Safety & Emergency Management Department

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Project Description : Provide and install the materials necessary to upgrade to new cctv cameras at new locations at this facility with new cameras mounted on the park backstops utilizing new conduit provided by the customer during the park revision construction project.

Johnson Controls, Inc. Base Scope of Work: This proposal includes the delivery, and Installation of the items listed in the BOM / Bill of Materials. JCI will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation. JCI will provide programming, testing and commissioning.

Note: All equipment availability will be provided at the date material is released to be ordered. Final equipment prices are based on the prices at the time of the delivery. Delivery dates are based on manufacturer availability and Johnson Controls Inc. will not be responsible for any delays of any equipment at any time. manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time. *This quote includes estimated sales tax only.* Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
Bonding for this project is included as required by the Base Contract.

TOTAL QUOTE			**$ 45,593.41**
Labor Total			**$ 21,675.08**
Sales Tax			**$ 1,459.38**
Material			**$ 22,458.96**
Part #	Description	Qty	
	HEAD-END		
JCI Programming	Update the Qumulex Configuration and test for proper operation	1	
	FIELD DEVICES		
P4707-PLVE 5MP	Axis 180 degree Outdoor Dual-Sensor Network Dome Camera with Night Vision	6	
T91B67	AXIS Pole Mount	6	
Misc Material	Conduit, Fastners, Brackets and Cable	1	
Misc.	Equipment and Lift Rental	1	

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AXIS P4707-PLVE Panoramic Camera

Dual-sensor with 360° IR and deep learning

This dual-sensor, multidirectional camera offers 2*5 MP at 30 fps. It features Lightfinder and Forensic WDR for sharp, clear images in challenging or poor light conditions. Built on ARTPEC-8, this high-performance camera includes a deep learning processing unit enabling improved processing and storage capabilities. It also allows you to collect and analyze even more data than before – on the edge. Plus, it delivers valuable metadata facilitating fast, easy, and efficient forensic search capabilities in live or recorded video. And, with flexible positioning of both varifocal camera heads plus, remote zoom and focus capabilities, it ensures fast and cost-effective installation.

- > 2*5 MP, multidirectional camera, with one IP address
- > Support for analytics with deep learning on both sensors
- > 360° IR illumination
- > 2.5x zoom
- > Axis Lightfinder and Forensic WDR

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Exclusions & Clarifications

- The card holder database to be provided to Johnson Controls by the customer.
- Additional consumables from the BOM items are not included.
- Blank access control cards are not included.
- Network connectivity and related materials to be provided by the customer.
- 120 VAC circuits for Security equipment excluded.
- Cabling to be installed/wired to EIA/TIA 568-B standards.
- Permits and fees are not included.
- Johnson Controls standard terms and conditions apply.

BILLING / TERMS AND CONDITIONS

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	**%**
Deposit/Advanced Payment/ Mobilization	**50%**
Prior to Delivery (Engineering / Materials)	**20%**
Monthly Progress Billing (Installation / Commissioning	**30%**
***To be mutually agreed upon in writing at a later date**	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:
PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____

☐ **NO:** Please submit via _____

Deposit Invoice accepted (___50___%): ☐ **No:** ☐ **Yes:**

Name: _____ Company Name: _____

Customer Signature: _____ **Date:** _____
This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject, however, to credit approval by Johnson Controls.

JCI Account Rep Name: Mark Thummel **Company Name:** Johnson Controls Inc. **Date:** 3-26-2026

JCI Authorized Approval Signature: _____ **Date:** _____

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Standard Terms and Conditions – U.S.A. and Canada

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement" resulting from JC's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC's obligation is limited to the scope of work set forth in JC's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC's costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC's written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC's work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC's efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JC's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of

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Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof

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(a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software

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Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 10/01/2025

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PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF CARSON AND JOHNSON CONTROLS, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 27th day of March, 2023, by and between the City of Carson, a California charter city ("**City**") and Johnson Controls, Inc., a Wisconsin corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems ("**Global Project**"). The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of Contractor's Bid items with the exception of 1, 10 and 14 will comprise the public works component of the Global Project

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("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

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

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

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

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

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the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

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

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

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

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

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

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety

Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the Global Project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the

Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement, Contractor's Bid/Proposal dated January 9, 2023, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the

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replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Five Million One Hundred Sixty Five Thousand Six Hundred Forty Four Dollars and Eight Cents (**$5,165,644.08**) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine Dollars and Sixty One Cents (**$2,794,979.61**).

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE; TERM

3.1 Schedule of Performance; Term.

Contractor shall complete the Project within one (1) year after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and

extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Andrew Krynen	Regional Vice President
(Name)	(Title)
Mark Thummel	Account Executive-Building Solutions
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless

such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Ken McKay, Public Safety Manager, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

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ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

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(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

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Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Global Project accepted by City up to the effective date of termination unless any portion of the Global Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

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7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

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ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials AK

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

*By: Andrew Krynen
Name: Andrew Krynen
Title: Area Vice President

*By: _____
Name: _____
Title: _____

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT A

CONTRACTOR'S BID

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Bonding, Mobilization, Insurance, and general conditions (limited to 10% of the total bid)	1	LS	$ 246,422.75	$ 246,422.75
2	Allowance	1	LS	$ 150,000.00	$ 150,000.00
3	Furnish and Install Pole and Foundation per Caltrans Standard Plan ES-7J and ES-7N – Type 15 FBS	5	EA	$ 8,714.87	$ 43,574.36
4	Remove and Dispose of all Existing Systems, Cameras, Devices, etc. Equipment from the Corporate Yard shall be salvaged.	1	LS	$ 33,918.89	$ 33,918.89
5	Furnish and Install an Integrated Access Control System and Storage at various locations per RFP requirements	1	LS	$ 272,025.03	$ 272,025.03
6	Furnish and install **Interior** Access Control Reader Devices at various locations per RFP requirements	160	EA	$ 1,625.83	$ 260,132.08
7	Furnish and Install **Exterior** Access Control Reader Devices at various locations per RFP requirements	53	EA	$ 1,629.33	$ 86,354.48
8	Furnish and install new integrated PTZ cameras as required in the RFP for City review and consideration	52	EA	$ 9,179.23	$ 477,320.03
9	Furnish and install new integrated fixed cameras as required in the RFP for City review and consideration	350	EA	$ 3,238.81	$ 1,133,583.37
10	Furnish and deploy a Cloud-based video/recording Solution per the RFP requirements	1	LS	$ 456,240.33	$ 456,240.33

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11	**Furnish and Install a 24-port Network switch** 10/100/1000 copper ports each with PoE+ Layer 3 with static routing, Managed, Dual power supplies Cisco Catalyst C9200L-24P-4G, Aruba JL320A, or approved equal Lifetime limited warranty, Non-subscription/web-based configuration	22	EA	$ 4,638.31	$ 102,042.85
12	**Furnish and Install a 48-port Network switch** 10/100/1000 copper ports each with PoE+ Layer 3 with static routing, Managed, Dual power supplies, Cisco Catalyst C9200L-48P-4G, Aruba JL320A, or approved equal Lifetime limited warranty, Non-subscription/web-based configuration	7	EA	$ 9,432.11	$ 66,024.78
13	System configuration and training	1	LS	$ 170,003.74	$ 170,003.74
14	System License, Maintenance, and Support – Provide annual cost to maintain/ support the system (Five (5) years)	5	EA	$ 333,600.28	$ 1,668,001.39
TOTAL BID AMOUNT:	**(Figures)**	$			5,165,644.08
	(Words)	Five million, one hundred sixty five thousand, six hundred, forty four dollars and eight cents.			

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EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if

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applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) ***Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Contractor'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 Contractor 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, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:***

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Contractor's proprietary technology products (software) required under the contract for Contractor 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.

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Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

II. Section 5.2 (General Insurance Requirements), Subsection (b) (Proof of Insurance) of the Agreement is hereby amended to read in its entirety as follows:

"(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. ~~City reserves the right to require complete, certified copies of all required insurance policies, at any time~~***Contractor will provide City policies of all required insurance within ten (10) business days of City's request only in the event of a dispute about the applicability of coverage to a specific loss or claim, and Contractor shall have the right to eliminate and redact any proprietary or confidential information from the policy***."

III. Section 5.3 (Indemnification) of the Agreement is hereby renamed and amended to read in its entirety as follows:

"**5.3** ***General and Intellectual Property*** **Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's ***negligent*** performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the ~~sole or active~~ negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are

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intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the ~~active~~ negligence of City, provided such ~~active~~ negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been ~~actively~~ negligent and where City's ~~active~~ negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that ~~entire portion or~~ percentage of liability not attributable to the ~~active~~ negligence of City.

Contractor represents and warrants that it owns all intellectual property rights to the Products or otherwise is legally authorized to grant City the right to use the Products and all associated trademarks, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against City to the extent that such Claims are based upon the Products directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement."

IV. Section 5.5 (Performance and Payment Bonds) of the Agreement is hereby amended to read in its entirety as follows:

"**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds~~ if the Contract Sum should exceed $25,000~~:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total ***cost for the Project, which is*** **$2,794,979.61** ~~compensation for this Agreement, as stated in Section 2.1~~.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total ***cost for the Project, which is*** **$2,794,979.61**~~compensation for this Agreement, as stated in Section 2.1~~.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof."

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V. Section 6.3 (Ownership of Documents) of the Agreement is hereby renamed "Grant of License and Ownership of Documents," and amended to read in its entirety as follows:

"**6.3** ***Grant of License and*** **Ownership of Documents.**

Contractor grants to City, its employees, officials, and agents a limited, non-exclusive, non-transferrable, royalty-free license for the term of this Agreement to use the software associated with the Global Project ("Product" or "Products"). The license granted to the City will allow at least 18 end users to use the Products but City reserves the right to increase the number of end users at any time. The City must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the City's rights under the license without Contractor's prior written consent. Unless otherwise provided in this Agreement, this will include not making any Product available in any medium or manner to any third party).

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City."

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EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

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Executed this _____ day of _____, _____.

Seal of Corporation

_____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

( ) _____
[name of surety]

_____
Name

_____
Street Number

_____
Street Number

_____
City and State

_____
City and State

_____
Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT	
AMOUNT DUE THIS BILLING PERIOD	$ -
PREVIOUS BILLING/ CHARGES	
CHANGE ORDER/ (+/-) AMENDMENT	
REMAINING CONTRACT BALANCE	$ - #####

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Nicolas D'Alessandro
Market Director / Area Construction Sales Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 24th day of June, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Andrew Krynen
Vice President, Area General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 20th day of May, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

DocuSign Envelope ID: F0DA79E8-CD81-4F12-893D-BA3BE755E49B

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 24th day of October, 2023 ("Effective Date"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor now desire to amend the Agreement effective retroactive to the Effective Date to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council results in $88,515.61 remaining in the approved contingency.

TERMS

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

A. **Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:**

"1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems ("**Global Project**") ***and Exhibit "A-1". Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of Contractor's Bid items with the exception of 1, 10 and 14***, and Exhibit "A-1,"*** will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. **Subsection (b) of Section 1.12 (Additional Work and Change Orders) is hereby amended to read in its entirety as follows:**

"1.12 Additional Work and Change Orders.

(b) Any increase in compensation of up to ***the amount of contingency approved by the City Council at the time the Project was awarded to Contractor, if any, taken either separately or cumulatively,*** ~~ten percent (10%) of the Contract Sum~~ or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council."

C. **Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:**

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed ***Five Million Eight Hundred Fifty One Thousand Nine Hundred Seventy Five Dollars and Eight Cents ($5,851,975.08)*** ~~Five Million One Hundred Sixty Five Thousand Six Hundred Forty Four Dollars and Eight Cents ($5,165,644.08)~~ ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine Dollars and Sixty One Cents (**$2,794,979.61**)."

D. **Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:**

"3.1 **Schedule of Performance; Term.**

Contractor shall complete the Project within one (1) year after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. ***Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024.***"

E. **Section 4.3 (Project Manager) is hereby amended to read in its entirety as follows:**

"**4.3 Project Manager.**

The Project Manager shall be ***Nora A. Garcia, MPA, Emergency Services Manager*** ~~Ken McKay, Public Safety Manager~~, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in

writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

F. **Exhibit "A-1" (Additional Equipment Rental) is hereby added to the Scope of Work of the Agreement immediately following Exhibit "A" and shall read in its entirety as follows:**

See attached Exhibit "A-1."

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and 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 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.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2023

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

DocuSigned by:
andrew Krynen
F281DA2471D7488

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

11/17/2023
Date: _____, 2023

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

DocuSign Envelope ID: F0DA79E8-CD81-4F12-893D-BA3BE755E49B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A-1"
ADDITIONAL EQUIPMENT RENTAL

Statement of Work

The purpose of this change order (C03) is to cover the cost of adding 21 temporary CCTV trailers to cover park security for 6 months. 10 mobile marshalls (smaller units) and 11 Ecamsecure MSU v3 4 camera unit (larger trailer). Off site live monitoring will be from 7pm-7am Monday-Sunday (12 hours each day can be adjusted). Remote access to video and live stream will be available.

Item/Part	Quantity	Unit Cost	Extended Cost
Ecamsecure Trailers	11	$27,336.45	$300,701
Proof HD Mobile Marshall	10	$33,013	$330,130
Labor-Setup/Take down/ Analytic Program	1	$55,500	$55,500
Total Cost			**$686,331**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-03 **REVISION NUMBER:** 18

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 X Contractual Liability X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 5,000,000 50,000 5,000,000 20,000,000 INC IN GEN AGG
A A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 313946-23 (Excludes New Hamp) MWTB 313949-23 (Primary NH $250k) MWZX 313950-23 (Excess NH $4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023 10/01/2023 10/01/2023	10/01/2024 10/01/2024 10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023 10/01/2023	10/01/2024 10/01/2024	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
	Builders Risk/ Install/ Contr. or Rental Eqp./ & See Attached								See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As 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 solely 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:

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As 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 solely 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".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway Park Ridge,
Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1121842	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2023
		Expiration Date:	01-October 2024

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:	**Location No.:**	**INDEX No.:**
	INSL	000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:	**Limit Of Liability:**
1. Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2. Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3. Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Air System Components, Inc.; American Chiller Mechanical Service LLC; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Eastern Sheet Metal, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Koch Filter Corporation; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2023

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy No. MWC313943 23

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-.-14-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Old Republic Insurance Company	24147
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311374-04 **REVISION NUMBER:** 12

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ 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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [N]	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	Contractors Pollution Liability			MWZZ 313945 23	10/01/2023	10/01/2024	Per Occurrence	1,000,000
							General Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA LLC.		Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-23-24	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Steadfast Insurance Company	26387
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ 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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [N] 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	Cyber Liability			SPR0131628-06	02/01/2023	02/01/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915

EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

( ) Liberty Mutual Insurance Company
[name of surety]

Gretchen A. Eck, Surety Claims Counsel
Name

175 Berkeley Street
Street Number

2815 Forbs Avenue, Suite 102
Street Number

Boston, MA 02116
City and State

Hoffman Estates, IL 60192
City and State

(617) 357-9500
Telephone Number

(847) 396-7101
Telephone Number

By: _____
Donna M. Planeta, Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

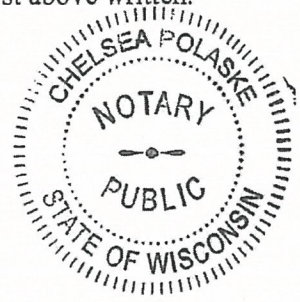
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: September 27, 2026

Chelsea Polaske

(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915
Premium: $12.914.00

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

( ) Liberty Mutual Insurance Company
[name of surety company]

Gretchen A. Eck, Surety Claims Counsel
Name

2815 Forbs Avenue, Suite 102
Street Number

Hoffman Estates, IL 60192
City and State

(847) 396-7101
Telephone Number

175 Berkeley Street
Street Number

Boston, MA 02116
City and State

(617) 357-9500
Telephone Number

By: _____
Donna M. Plancta, Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

My Commission Expires: September 27, 2024

Chelsea Pulaske
(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Evelyne Carmona

From: Roobik Galoosian
Sent: Wednesday, October 11, 2023 2:51 PM
To: Evelyne Carmona
Cc: Nora Garcia; Desiree Johnson
Subject: FW: Johnson Controls Effective Certificate of Insurance
Attachments: Johnson Controls 22-046 COI 2023-2024.pdf; Johnson Controls 22-046 COI Contractors Pollution 2023-2024.pdf; CITY OF CARSON_CHI-010311377-01 RV 01_Exp.02.2024_3N0G0095-CYBER LIAB.pdf; Exhibit C Payment Bond.pdf; Exhibit C Performance Bond.pdf

Categories: Johnson Controls

Hi Evelyne,
Thank you for pointing this out. It made me wonder why I had approved it in April, but then I noticed that the broker is Marsh and the endorsements are listed on page 2. In some cases when the broker issuing the COI is a top global firm, we approve COI's even if the endorsements are not included.

So, this is approved. The PDF is protected so please use this email as evidence of approval.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street
Carson, CA 90745
Ph: 310.952.1764 Fax: 310.830.2471

City Hall is Closed on Friday

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Tuesday, October 10, 2023 7:44 PM
To: Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Controls Effective Certificate of Insurance

Hello Roobik,

Please review and approve the updated COI for Johnson Controls.
I am also attaching the already approved Cyber liability insurance and bonds, and here is the link to the contract:
Johnson Controls Contract

I know this might be a big ask, but if you could please review and approve by end of business tomorrow, that would be greatly appreciated!

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

From: Irene R Tagumasi <irene.r.tagumasi@jci.com>
Sent: Tuesday, October 10, 2023 3:35 PM
To: Josh Stone <josh.stone@jci.com>; Evelyne Carmona <ecarmona@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>; John T Kalinin <John.T.Kalinin@jci.com>
Subject: RE: Johnson Controls Effective Certificate of Insurance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Evelyne,

Attached is the requested insurance renewals.

Regards,

Irene Tagumasi
Customer Operation Associate
Johnson Controls, Inc.
5770 Warland Dr. Suite A
Cypress, CA 90630
Tel: (562) 650-5968
Irene.r.tagumasi@jci.com

From: Josh Stone <josh.stone@jci.com>
Sent: Monday, October 9, 2023 4:27 PM

To: Evelyne Carmona <ecarmona@carsonca.gov>; Irene R Tagumasi <irene.r.tagumasi@jci.com>
Cc: Nora Garcia <ngarcia@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>; John T Kalinin <John.T.Kalinin@jci.com>
Subject: Re: Johnson Controls Effective Certificate of Insurance

Irene

Can you please assist with updating our COI please?

Thank you!

Josh Stone, ET
Complex Security Operations
San Diego/Los Angeles
Johnson Controls
3568 Ruffin Rd.
San Diego, Ca 92123

Mobile:858.285.5964
Josh.Stone@JCI.com

www.johnsoncontrols.com

On Oct 9, 2023, at 4:24 PM, Evelyne Carmona <ecarmona@carsonca.gov> wrote:

Thank you Nora,

Hello, John and Josh; attached are the expired certificates of insurance.
Please provide the COI's as soon as possible.

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

From: Nora Garcia <ngarcia@carsonca.gov>
Sent: Monday, October 9, 2023 4:20 PM
To: Evelyne Carmona <ecarmona@carsonca.gov>; Mark Thummel <Mark.A.Thummel@jci.com>
Cc: John T Kalinin <John.T.Kalinin@jci.com>; Josh Stone <josh.stone@jci.com>
Subject: RE: Johnson Controls Effective Certificate of Insurance

Thank you, Evelyne.

Also copying John and Josh who are currently working on the project.

Best,

Nora A. Garcia, MPA
Emergency Services Manager
City of Carson
701 E. Carson Street
Carson, CA. 90745
T: (310) 952-1786 ext. 1603
C: (310) 920-0408
E: ngarcia@carsonca.gov

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Monday, October 9, 2023 4:11 PM
To: Mark Thummel <Mark.A.Thummel@jci.com>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Controls Effective Certificate of Insurance
Importance: High

Good Afternoon Mark,

Upon our review, Johnson Controls' certificate of insurance has expired. Please provide an updated certificate as soon as possible. Not having an effective COI on file won't allow our Purchasing team to process the purchase order for payment.

Thank you in advance for your quick attention to this matter.

Thank you,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

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AMENDMENT NO. 2

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 2") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 5th day of December, 2023. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement to add temporary CCTV trailers and mobile marshalls camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08 ("Amendment No. 1"). Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. Now, the Parties seek to again amend the Agreement to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

TERMS

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

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A. **Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:**

"**1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems ***and Exhibit "A-2"*** ("**Global Project**") and Exhibit "A-1". Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. ***Exhibit "A-2" describes Change Order 1 and Change Order 2.*** The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of *the work described in Exhibit "A-2" and* Contractor's Bid items with the exception of 1, 10 and 14, ~~and Exhibit "A-1,"~~ will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. **Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:**

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed *Six* ~~Five~~ Million *Five* ~~Eight~~ Hundred *Eleven* ~~Fifty-One~~ Thousand *Eight* ~~Nine~~ Hundred *Thirty Six* ~~Seventy-Five~~ Dollars and *Forty Four* ~~Eight~~ Cents (*$6,511,836.44*~~$5,851,975.08~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is *Three* ~~Two~~

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Million *Four* ~~Seven~~ Hundred *Fifty Four* ~~Ninety Four~~ Thousand *Eight* ~~Nine~~ Hundred *Forty* ~~Seventy Nine~~ Dollars and *Ninety Six* ~~Sixty One~~ Cents (*$3,454,840.96*~~$2,794,979.61~~)."

C. **Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:**

"3.1 **Schedule of Performance; Term.**

Contractor shall complete the Project *by no later than March 31, 2024* ~~within one (1) year after receiving a "Notice to Proceed" from the City~~ in accordance with ~~any~~ *the* schedule contained in *Change Order 2* ~~or required to be provided by the Proposal or Bid Documents~~, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

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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.

[SIGNATURES ON FOLLOWING PAGE]

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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]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

DocuSigned by:
andrew Krynen
F281DA2471D7488...

Name: Andrew Krynen
Title: Area Vice President

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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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

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EXHIBIT "A-2"

CHANGE ORDER 1

Statement of Work

The purpose of this change order (C01) is to cover the added costs with changing the camera sensor types from single sensor to multi-sensor. The RFP originally called for 402 single sensor cameras (mix of PTZ and Dome cameras). The final sensor count that includes multi-sensor and single sensor cameras is up to 868. Each sensor needs its own storage retention, which incurs more cost. The difference in sensor stream counts is 466 more sensors. Multi-sensor Camera count is now to 206 cameras.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
Multi-sensor	Material Cost-Cameras	206		$128,854.22
	Qumulex-5 Year Cloud Storage			$352,088.26

Total Sell ..... $ 480,942.48

CHANGE ORDER 2

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Statement of Work

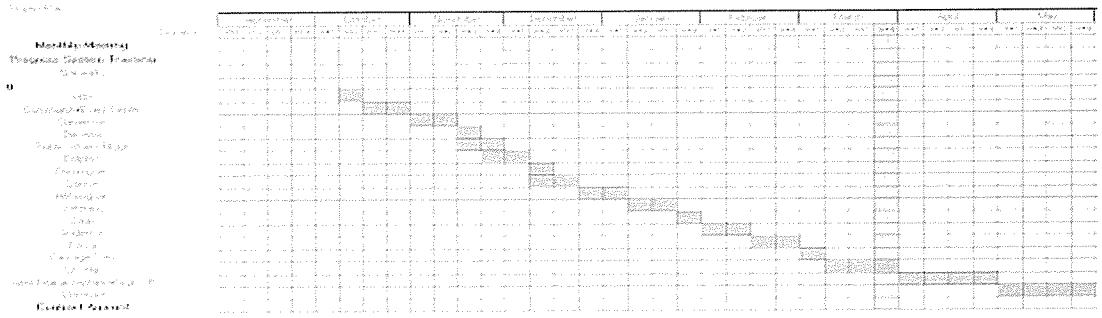
The purpose of this change order (C02) is to cover the cost of compressing the 1 year installation to 6 months less. Johnson Controls agrees to be substantially completed with all CCTV and Access control upgrades by March 31 2024. Price includes any added manpower, any overtime, and any costs related to rush orders or extra charges on long lead time materials.

Pricing Breakout

	Item/Part	Quantity	Unit Cost	Extended Cost
	Labor			$152,532.50
	Material Rush			$26,386.38

Total Sell $178,918.88

-Carson will be notified of delays caused by access and lost time will be agreed to and extend the completion date.
-Johnson Controls assumes free access Monday-Sunday to any park at any time to stay in time frame on provided schedule



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Bond No.: 015220915

EXHIBIT D

PAYMENT BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

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Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

( ) Liberty Mutual Insurance Company
[name of surety]

Gretchen A. Eck, Surety Claims Counsel
Name

175 Berkeley Street
Street Number

2815 Forbs Avenue, Suite 102
Street Number

Boston, MA 02116
City and State

Hoffman Estates, IL 60192
City and State

(617) 357-9500
Telephone Number

(847) 396-7101
Telephone Number

By: _____
Donna M. Planeta, Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

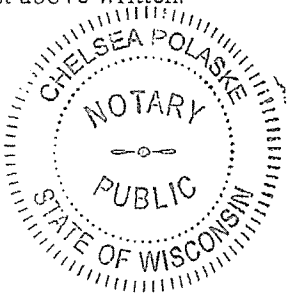
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: September 27, 2026

Chelsea Polaske

(SEAL)

Notary Public in the State of Wisconsin
County of Milwaukee

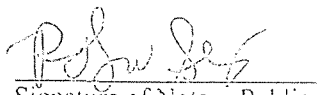
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondini; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Sirba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Bond No.: 015220915
Premium: $12,914.00

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls, Inc., a Wisconsin corporation, as Principal, and Liberty Mutual Insurance Company, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Two Million Seven Hundred Ninety Four Thousand Nine Hundred Seventy Nine U.S. Dollars and Sixty One Cents ($2,794,979.61)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

DocuSign Envelope ID: 5DDF8BA9-E3FA-4D59-BC9A-7DAF02A8DA3F

Executed this 14th day of April, 2023.

Seal of Corporation

Johnson Controls, Inc.

By: _____
Authorized Representative of Principal

Title: Pieter Lens, Vice President and Treasurer

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

Gretchen A. Eck, Surety Claims Counsel
Name
2815 Forbs Avenue, Suite 102
Street Number
Hoffman Estates, IL 60192
City and State
(847) 396-7101
Telephone Number

( ) Liberty Mutual Insurance Company
[name of surety company]

175 Berkeley Street
Street Number
Boston, MA 02116
City and State
(617) 357-9500
Telephone Number

By: _____
Donna M. Plancia, Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 14th day of April, 2023, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

My Commission Expires: September 27, 2024

Chelsea Pulaske

(SEAL)

CHELSEA PULASKE NOTARY PUBLIC WISCONSIN

Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 14th day of April, 20 23, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: February 28, 2027
Robyn L. Salley
Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

RE: Johnson Control's Purchasing Agreement

Roobik Galoosian <RGaloosian@carsonca.gov>
Mon 8/12/2024 10:51 AM
To:Evelyne Carmona <ecarmona@carsonca.gov>

2 attachments (664 KB)
Johnson Control COI_CERT_08092024_100956_20 (002).pdf; Johnson Control Approved Cyber COI_CHI-010311377-01 RV 01_Exp.02.2025_3N0G0095-CYBER LIAB.pdf;

Hi Evelyne,
This insurance is approved. The Cyber COI is protected so please use this email to show approval.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764
http://www.carsonca.gov

City Hall is closed on Fridays

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Monday, August 12, 2024 9:55 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>
Subject: Re: Johnson Control's Purchasing Agreement

Here you go.

Evelyne Carmona

Senior Administrative Analyst

701 E. Carson St., Carson, CA 90745

(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs

Closed Friday

From: Roobik Galoosian <RGaloosian@carsonca.gov>
Sent: Monday, August 12, 2024 8:27 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-23-24	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-04 **REVISION NUMBER:** 27

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-23 (Primary NH $250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$
A	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWZX 313950-23 (Excess NH $4.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	$
				Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-23 (AOS - see page 2)	10/01/2023	10/01/2024	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install/ Contr.							See Attached
	or Rental Eqp./ & See Attached							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for Independent Contractors/Subcontractors.

CERTIFICATE HOLDER

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

INSURANCE APPROVED

RG

8/12/2024

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
of Marsh USA LLC

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As 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 solely 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:

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As 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 solely 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".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway Park Ridge,
Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1121842	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2023
		Expiration Date:	01-October 2024

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:	**Location No.:**	**INDEX No.:**
	INSL	000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:	**Limit Of Liability:**
1. Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2. Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3. Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Air System Components, Inc.; American Chiller Mechanical Service LLC; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Eastern Sheet Metal, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Koch Filter Corporation; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2023

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy No. MWC313943 23

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-24-25	CONTACT NAME: Chad Mannella PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Steadfast Insurance Company — 26387 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-04 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ 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? ☐ N (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	Cyber Liability			SPR0131628-07	02/01/2024	02/01/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC: Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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AMENDMENT NO. 3

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 3") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 17 day of September, 2024. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. Now, the Parties seek to again enter into an amendment to the Agreement to allow for Change Order 3 for Contractor to provide a turnkey, complete installation of additional material

allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance has been used, Contractor is giving City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 3 into the Agreement, provided the Parties have mutually agreed to do so.

TERMS

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**1.1 Scope of Work**.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems, ~~and~~ ***Exhibit "A-1,"*** Exhibit "A-2" ***and Exhibit "A-3"*** ("**Global Project**") ~~and Exhibit "A-1"~~. Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2 ***and Exhibit "A-3" describes Change Order 3.*** The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. ***Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with

all local, state, and federal laws and regulations. All of the work described in Exhibit "A-2," ***Exhibit "A-3"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum**.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed ***Eight*** ~~Six~~ Million ***One*** ~~Five~~ Hundred ***Two*** ~~Eleven~~ Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Two*** ~~Thirty Six~~ Dollars and ***Three*** ~~Forty Four~~ Cents (***$8,102,322.03*** ~~$6,511,836.44~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is ***Five*** ~~Three~~ Million ~~Four Hundred Fifty Four~~ ***Forty Five*** Thousand ***Three*** ~~Eight~~ Hundred ***Twenty Six*** ~~Forty~~ Dollars and ***Fifty Five*** ~~Ninety Six~~ Cents (***$5,045,326.55*** ~~$3,454,840.96~~)."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project ***minus the work detailed in Exhibit A-3*** by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing***, and shall complete the work required in Exhibit A-3 by no later than March 31, 2025***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Section 5.5 (Performance and Payment Bonds) is hereby amended to read in its entirety as follows:

"5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for ***the Project component of*** this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for ***the Project component of*** this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof."

E. Exhibit "A-3" (Change Order 3) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-2 and shall read in its entirety as follows:

See attached Exhibit "A-3."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1 and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

_____
Name: Andrew Krynen
Title: Area Vice President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On September 18th, 2024 before me, Michelle Janzen,
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew Krynen
Name(s) of Signer(s)

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

M. JANZEN
Notary Public - California
San Diego County
Commission # 2413942
My Comm. Expires Aug 25, 2026

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Name: Andrew Krynen
Title: Area Vice President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

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TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-3"

CHANGE ORDER 3

Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 90 days storage as required in the original RFP 22-046 specifications.

The evaluation, upgrades and reworking of the existing lighting poles will be performed to provide constant power at each pole receiving cctv cameras. Contractor will bypass existing timers for lighting control to provide constant power to the light poles receiving cctv cameras. Poles getting cameras and all poles on the lighting circuit before that pole will get a photocell added to control the lights day/night. Once the poles with cameras have constant power, Contractor will provide and install the necessary power bridge/transformers to step down the power to 120V which supports the cctv cameras. All of the pole mounted cameras at each site will be focused and aimed to the City's requested field of view.

The additional card readers listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will also receive the necessary electronic locking door hardware, request to exit safety door release and security devices with the required power supply for proper operation of the door.

Total Investment Summary:

Total Labor	$ 605,953.85
Total Material	$ 1,120,796.74
Equipment Rentals	$ 13,735.00
Allowance Credit from RFP22-046 Cost Proposal Form	$ -150,000.00
Total Investment / Quote (net selling price, FOB shipping point, tax is included)	**$ 1,590,485.59**

BOM / Bill of Materials

QUMULEX SYSTEMS EXPANSION		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	100
CS90-60	90 DAY CLOUD VIDEO STORAGE, 5 YEARS - ONE PER PER MULTISENSOR LENS	80
QXS300-04	QXSTATION 300, 1U RACKMOUNT GATEWAY, 4TB HDD, 16 CAMERAS, 32 TOTAL DEVICES	2
QXS500-10	QXSTATION 500, 2U RACKMOUNT GATEWAY, 10TB HDD, 32 CAMERAS, 64 TOTAL DEVICES	3
QXS500-UP	QXSTATION 500 - FACTORY UPGRADE, TO SUPPORT 64 CAMERAS, 96 TOTAL DEVICES	1
QXEP-DKUF-08DR-1502-MR52-U	8 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (3) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	14
QXEP-DKUF-04DR-1502-MR52-U	4 DOOR KIT, (1) QXEPLP1502 INTELLIGENT CONTROLLER, (1) MERCURY QXEPMR52-S3B, (1)LSP POWER, ENCLOSURE	2
1475F-DELL	DELL OPTIPLEX 7000 WORKSTATION, 24" MONITOR, KEYBOARD, MOUSE	1
22 CAMERA ADDITION		Qty
P3737-PLE	AXIS CAMERA 360, MULTI SENSOR, PANORAMIC 4X 5MP 20FPS, 360 IR ILLUM	19
T94N01D, T91B67	AXIS, CAMERA PENDANT KIT, POLE MOUNT KIT	19
P4707-PLVE	AXIS CAMERA, MULTI SENSOR, 2X 5MP, 180 DEGREE	2
P1465-LE-3	AXIS CAMERA, FIXED, SURFACE MOUNT, LP-VERIFIER KIT	1
JCI CREDIT	RFP 22-046 CONTINGENCY FUNDS FOR SITE WORK $150,000 DEDUCTION	1
LIGHT POLES / POWER UPGRADES, CONFIGURATIONFOR 24-7 UNINTERUPTED POWER		Qty
JCI/BENSON	ELECTRICAL RE-WORK OF EXISTNG CIRCUITS PER POLE	67
JCI/MAXIM	Convert 277V POWER PER POLE TO 120V WITH POWER BRIDGE TRANSFORMER	47
ACCESS CONTROL SYSTEM EXPANSION - FIELD DEVICES		Qty
180-12-BRN	GRI DOOR POSITION SWITCH, CLOSED LOOP, 3/4" DIA, RECESSED	78
40NKS-00-00192U	HID CARD READER, SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	78
A-i8116-E	AXIS IP INTERCOM KIT: CITY CLERK OFFICE / DOOR STATION / BASE STATION/	1
JCI/MAXIM	ACCESS CONTROL SYSTEM HARDWARE & ELECTRONIC DOOR HARDWARE EXPANSION	78

Muti Sensor	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Heming way	Foisia Park	Veterans	Maint Yard	Maint Yard	Total Cameras	Total Sensors
AXIS P3719-PLE (3737 replacement) Quad, Pole Mount		2		2	2	1	7	1	3		1	0	19	76
AXIS P4707-PLVE Dual, Wall Mount	1	2							-2				1	2
AXIS P1465-LE 29mm Single, Wall Mount			1							1			2	2
Camera Total	1	4	1	2	2	1	7	1	1	1	1	0	22	80

	Mills	Comm Center	Calas	Carson	Del Amo	Carriage Crest	City Hall	Hemingway	Foisia Park	Veterans	Corp Park Bldg A	Corp Park Bldg B	Total Reader Add
Door Adds - Total							64				28	25	117
Card Reader credits from the base contract = 39 readers.													-39
Lisences for each door and Camera (not imagers/sensors)													100
Cloud subscription for new cameras-there is no monthly cloud fee for the doors													

Customer Responsibilities:

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power from the building to the lighting poles, panels, gateways, power supply panels and equipment locations, including hardwired power connections as specified by JCI.
2. All required network connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.

Inclusions:

The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. This Amendment delivery shall be based on the original base RFP agreement.
2. All Equipment, and accessories required for fully functional systems.
3. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, and testing.
4. Documentation submittal package with the manufacturer's product sheets and operation manuals.
5. Coordination and cooperation with the customer team regarding installing the system.
6. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
7. The current drawings will be update providing update drawing locations for each new device and the poles which support the cctv cameras. As built and redline drawings, along with project close out documents are included.

Exclusions:

The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Pole raceways and coverings to be designed, provided, and installed by others.
2. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
3. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
4. The schedule commitments for the original RFP 22-046 and the amendment

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

Johnson Controls

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, President, Building Solutions, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation ("JCI"), dated May 16, 2022, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership ("JCFP"), dated May16, 2022, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company ("JCSS"), dated May 16, 2022, hereby authorizes:

Andrew Krynen
Vice President, Area General Manager

(the "**Delegate**") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
b. further sub-delegation of the above acts absent necessary approvals in writing;
c. the execution of surety, performance or bid bonds;
d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such **Delegate** within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

Signed at Milwaukee, Wisconsin, this 20th day of May, 2022.

Johnson Controls, Inc. Johnson Controls Fire Protection LP, and Johnson Controls Security Solutions LLC

Nathan D. Manning
President, Building Solutions, NA

ATTESTS:

Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.

Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP

Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

Evelyne Carmona

From: Roobik Galoosian
Sent: Wednesday, September 4, 2024 12:50 PM
To: Evelyne Carmona
Cc: Nora Garcia
Subject: RE: Johnson Control Updated COI
Attachments: cert_CHI_City of Carson_10310936_5.pdf

Hi Evelyne,
This is approved. Please use this email to show approval of the COI.

Thanks,

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764
http://www.carsonca.gov

City Hall is closed on Fridays

From: Evelyne Carmona <ecarmona@carsonca.gov>
Sent: Wednesday, September 4, 2024 11:59 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>
Cc: Nora Garcia <ngarcia@carsonca.gov>
Subject: Johnson Control Updated COI

Hello Roobik,

Please review and approve the attached updated COI for Johnson Controls.
The original contract has been sent via Teams.
Best,

Evelyne Carmona
Senior Administrative Analyst
701 E. Carson St., Carson, CA 90745
(310) 830-7600 ext. 1636

Office Hours: 7 am-6 pm, Mon-Thurs
Closed Friday

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-TycoE-GAWB-24-25	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Company / 24147	
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**	

COVERAGES **CERTIFICATE NUMBER:** CHI-010310936-05 **REVISION NUMBER:** 27

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-24 (Excludes New Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-24 (Primary NH $250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person)	$
A	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			MWZX 313950-24 (Excess NH $4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-24 (AOS - see page 2)	10/01/2024	10/01/2025	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		MWXS 313944-24 (OH & WA)	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Builders Risk/ Install/ Contr. or Rental Eqp./ & See Attached							See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

Subcontractors, City and its officers, officials, employees, and agents, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The above referenced General Liability policy does not exclude coverage for Independent Contractors/Subcontractors.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As 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 solely 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:

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.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As 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 solely 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".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway
Park Ridge, Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1137640	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2024
		Expiration Date:	01-October 2025

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED: **Location No.:** INSL **INDEX No.:** 000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:		**Limit Of Liability:**
1.	Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2.	Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3.	Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance, while anywhere within this Policy's TERRITORY at any **location** of a customer of the Insured, including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: American Chiller Mechanical Service LLC; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM: Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) S.A.; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems, LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA, Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2024

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-,-14-24-25	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No. Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	

COVERAGES **CERTIFICATE NUMBER:** CHI-010311374-05 **REVISION NUMBER:** 12

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ 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? ☐ N **(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	Contractors Pollution Liability			MWZZ 313945 24	10/01/2024	10/01/2025	Per Occurrence	1,000,000
							General Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Brad Mannella

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-All-Cyber-24-25	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-04 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: 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	Cyber Liability			SPR0131628-07	02/01/2024	02/01/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 22-046 Access Control and Video Surveillance System.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Chad Mannella

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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Telephone: +816-552-7295
Website: wtwco.com
E-mail: wendy.lewis@wtwco.com

July 25, 2024

Johnson Controls
Attn: Maegan McCarthy
5757 N Green Bay Avenue, X-40
Milwaukee, WI 53209
414-524-2121

RE: STEPS FOR BOND EXECUTION - Bond Number: 015220915

1. Please have Principal signatures completed by: **Pieter Lens**
2. Complete the included notary acknowledgments on behalf of JCI
3. Once completed, please put bond(s) in the UPS envelope that was provided in the package.

If you have any questions, please do not hesitate to call my mobile phone 816-552-7295.

Thank you,

Wendy Lewis

Willis Towers Watson Northeast, Inc.
10 State House Square, Floor 11

INCREASE PENALTY RIDER

BOND AMOUNT $3,454,840.96 BOND NO. 015220915

To be attached and form a part of Bond No. 015220915 dated the 27th Day of March, 2023, executed by Liberty Mutual Insurance Company as surety, on behalf of Johnson Controls, Inc. as current principal of record, and in favor of City of Carson, as Obligee for RFP 22-046 Access Control and Video Surveillance Systems , and in the amount of Three Million Four Hundred Fifty Four Thousand Eight Hundred Forty Dollars and 96/100 ($3,454,840.96).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Liberty Mutual Insurance Company hereby consents that effective from the 25th Day of July, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Three Million Four Hundred Fifty Four Thousand Eight Hundred Forty Dollars and 96/100 ($3,454,840.96)

TO: Six Million Four Hundred Thirty-Four Thousand Three Hundred Twenty and 64/100 ($6,434,320.64)

The INCREASE of said bond penalty shall be effective as of the 25th Day of July, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 25th Day of July, 2024

Johnson Controls, Inc.
PRINCIPAL

BY _____
Pieter Lens, Vice President and Treasurer

Liberty Mutual Insurance Company
SURETY

BY _____
Sarah Murtha, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of Carson
OBLIGEE

BY _____
TITLE

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

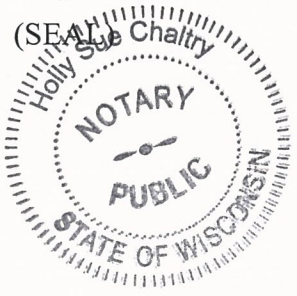
On this 25th day of July, 2024, before me personally appeared Pieter Lens, known to me to be the Vice President and Treasurer of Johnson Controls, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

My Commission Expires:

March 1, 2025

(SEAL)



Notary Public in the State of Wisconsin
County of Milwaukee

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of July, 20 24, before me, Rhonda Tischofer, the undersigned officer, personally appeared Sarah Murtha, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: January 31, 2029
Rhonda Tischofer
Printed Name of Notary

RHONDA TISCHOFER
NOTARY PUBLIC - #190920
STATE OF CONNECTICUT
My Commission Expires Jan. 31, 2029

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

AMENDMENT NO. 4

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 4") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 6th day of May, 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 Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. City and Contractor entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 3") to allow for Change Order 3 for Contractor to provide

a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance had been used, Contractor provided City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. Now, the Parties seek to enter into this Amendment No. 4 to allow for Change Order 4 for Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement for an additional amount of $144,447.68, thereby bringing the adjusted Contract Sum to $8,246,769.71.

H. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 4 into the Agreement.

TERMS

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"**1.1 Scope of Work**.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046 Access Control and Video Surveillance Systems, Exhibit "A-1," Exhibit "A-2," ~~and~~ Exhibit "A-3" ***and Exhibit "A-4."*** ("**Global Project**"). Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2, ~~and~~ Exhibit "A-3" describes Change Order 3 ***and Exhibit "A-4" describes Change Order 4***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new

Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain ~~the~~ 90 days storage ~~as required in the original RFP 22-046 specifications~~. ***Change Order 4 will require Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of the work described in Exhibit "A-2," Exhibit "A-3," ***Exhibit "A-4"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Eight Million ***Two*** ~~One~~ Hundred ***Forty Six*** ~~Two~~ Thousand ***Seven*** ~~Three~~ Hundred ***Sixty Nine*** ~~Twenty Two~~ Dollars and ***Seventy One*** ~~Three~~ Cents (***$8,246,769.71***~~$8,102,322.03~~) ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is Five Million ***One Hundred Eighty Nine*** ~~Forty Five~~ Thousand ***Seven*** ~~Three~~ Hundred ***Seventy Four*** ~~Twenty Six~~ Dollars and ***Twenty Three*** ~~Fifty Five~~ Cents (***$5,189,774.23***~~$5,045,326.55~~)."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"3.1 Schedule of Performance; Term.

Contractor shall complete the Project minus the work detailed in Exhibit A-3 ***and Exhibit A-4*** by no later than March 31, 2024 in accordance with the schedule contained

in Change Order 2, and any revisions thereof approved by the City in writing.~~,~~ ***Contractor*** ~~**and**~~ shall complete the work required in Exhibit A-3 by no later than March 31, 2025 ***and shall complete the work required in Exhibit A-4 by no later than August 6, 2025***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Exhibit "A-4" (Change Order 4) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-3 and shall read in its entirety as follows:

See attached Exhibit "A-4."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, Amendment No. 2 and Amendment No. 3. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, 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. 4, 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. 4.

5. Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 4 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. 4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

5/22/2025 | 1:09 PM PDT

Name: James Parker
Title: Branch Installation Manager

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 No. 4 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

5/22/2025 | 1:09 PM PDT

_____
Name: James Parker
Title: Branch Installation Manager

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Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

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

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

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.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

EXHIBIT "A-4"

CHANGE ORDER 4

Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain the 30 days storage as required in the original RFP 22-046 specifications.

The additional card readers and cameras listed in the BOM/Bill of materials will be installed, configured and tested for proper operation. Each door/portal location receiving a card reader will be connected to the customer provided electronic locking door hardware for proper operation of the door.

Total Investment Summary:

Total Labor	$	86,370.66
Total Material	$	43,446.21
Total Licenses & Cloud Services	$	1,928.78
Total Cloud Services (90 days, 5 years total)	$	8,029.41
Tax (State of California) on material only	$	4,672.62
Total Investment / Quote (net selling price, FOB shipping point, tax included)	**$**	**144,447.68**

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

BOM / Bill of Materials

Mfr	Part #	Description	Qty
		Head-End – ACCESS CONTROL	
Qumulex	QXEP-DKUF-08DR-1502-MR52-U	Unified series 8 Door kit, unmanaged. Includes (1) QXEP-LP1502 Intelligent Controller and (3) QXEP-MR52-S3B, and (1) LifeSafety PS.	1
Altronix	BT1212	Battery, 12VDC, 12AH	2
		Field Devices - Access Control	
HID	40NKS-00-00192U	SIGNO 40, BLK/SLVR,PIG,CRD PFL STD,BLE:ON,OSDP,V1,32-B	7
GRI	180-12-B	DOOR CONTACT 3/4 RECESSED BROWN WITH LEEDS	8
Kantech	T.REX-LT-NL	T.REX-LT-NL NO LOGO EXIT DETECTOR	7
GRI	6644	EOL Resistor	22
		***Software – Access Control ***	
Qumulex	QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR) LICENSE	7
		Head-End	

		Field Devices – CCTV	
Axis	02416-001	AXIS P4707-PLVE OFFERS **TWO CHANNELS** WITH 5MP PER CHANNEL	2
Axis	02172-004	SINGLE PORT MIDSPAN FOR POWER OVER ETHERNET PLUS (POE+) IEEE	1
Axis	02366-001	SURVEILLANCE CARD 1TB	2
		Software	
Qumulex	QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (CAMERA) LICENSE	2
Qumulex	CS90-60	90 day cloud video storage subscription, billed every five years One per QXP License (one per lens for multisensor cams)	4

Docusign Envelope ID: DF6A4248-B65D-4EFB-91B0-A1CDA0679663

Customer Responsibilities:
These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

1. All AC power to be located in the basement as specified by JCI.
2. All required network hardware, cable, connections, and connectivity supporting these systems, for connection to the client network.
3. All software or hardware configuration for owner furnished equipment.
4. Electronic locking door hardware, including but not limited handles, transfer cables, hinges, and push bars.
5. Painting, patches, and any related finish repairs.

Inclusions:
The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. All Equipment, and accessories required for fully functional systems.
2. Prevailing Wage, Non-Union labor associated with engineering, installation, programming, testing.
3. Documentation submittal package with the manufacturer's product sheets and operation manuals.
4. Coordination and cooperation with the customer team regarding installing the system.
5. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
6. As built and redline drawings, along with project close out documents are included.

Exclusions:
The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. All high voltage power, including but not limited to wire panels, breakers, relays, boxes, receptacles.
2. All underground conduit, trenching, encasement and or backfill from buildings and or poles.
3.

Note: All equipment availability will be provided at the date material is released to be ordered. Delivery dates are based on manufacturer availability and Johnson Controls, Inc. will not be responsible for any delays of any equipment at any time.

From: Roobik Galoosian
To: Rafael Rico
Cc: Desiree Johnson
Subject: FW: Body Cam Proposal / Agreement
Date: Thursday, April 24, 2025 8:43:55 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image006.png
cert_CHI_City of Carson_10311377_11.pdf
cert_CHI_City of Carson_10915023_2.pdf
Body Cam Purchase Agreement.pdf
Importance: High

Hi Rafael,
This insurance is approved but the PDF is protected so please use this email to show approval.

Thanks.

Roobik Galoosian
Risk Management
City of Carson
701 E. Carson Street, Carson, CA. 90745
Tel: (310) 952-1764

http://www.carsonca.gov

City Hall is closed on Fridays

From: Rafael Rico <rrico@carsonca.gov>
Sent: Thursday, April 24, 2025 7:35 AM
To: Roobik Galoosian <RGaloosian@carsonca.gov>; Desiree Johnson <djohnson@carsonca.gov>
Subject: FW: Body Cam Proposal / Agreement
Importance: High

Hi Roobik and Desiree,

Please see updated COI & accompanying documentation provided by Johnson Controls.

We kindly ask that you provide your review and approval if all checks out so that we can start routing this agreement immediately. Pricing will increase on the items we are trying to get purchased.

Please let me know if anything else is needed.

Thank you,

Rafael Rico Jr.
Administrative Analyst | Public Safety Department
City of Carson
701 E. Carson Street
Carson, CA 90745
(310) 952-1786 | rrico@carsonca.gov
City Webpage

City Hall is closed on Fridays

From: Mark Thummel <Mark.A.Thummel@jci.com>
Sent: Thursday, April 24, 2025 7:26 AM
To: Rafael Rico <rrico@carsonca.gov>
Cc: jci certrequest marsh <jci.certrequest@marsh.com>
Subject: RE: Body Cam Proposal / Agreement
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rafael,
Attached is the signed Cyber Liability attachment to the COI which contains the additional certificate endorsements.

Mark Thummel
Mark Thummel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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 MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-All-Cyber-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010311377-11 **REVISION NUMBER:** 11

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Cyber Liability			SPR0131628-08	02/01/2025	02/01/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA LLC		Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:
The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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 MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-24-25*	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010915023-02 **REVISION NUMBER:** 2

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 X Contractual Liability X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ 50,000 $ 5,000,000 $ 20,000,000 $ INC IN GEN AGG $
A A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB 313946-24 (Excludes New Hamp) MWTB 313949-24 (Primary NH $250k) MWZX 313950-24 (Excess NH $4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 313943-24 (AOS - see page 2) MWXS 313944-24 (OH & WA)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City, its elected and appointed officers, employees and agents is/are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As 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 solely 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:

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As 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 solely 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".

GL 289 002 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured described in Paragraph **A.** above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person or organization that you are required by contract to waive recovery right.

(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 changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
If required by contract, any person or organization against whom you have agreed to waive your right to recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 04-84)

POLICY NUMBER: MWC 313943 24

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW	ANY JOB FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 08-06-24

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AMENDMENT NO. 5

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment No. 5") by and between the City of Carson, a California municipal corporation ("City") and Johnson Controls, Inc., a Wisconsin corporation ("Contractor") is effective as of the 21st day of October, 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 Public Works Agreement dated March 27, 2023 ("Agreement"), whereby Contractor agreed to provide an external/internal Video Surveillance system and Access Control System for the City's 12 parks, Corporate Yard, City Hall, and Community Center, to replace currently existing systems with a consistent, unified, and expandable solution, for a Contract Sum not to exceed $5,165,644.08. On March 21, 2023, the City Council authorized the expenditure of construction contingencies in the amount of $774,846.61 (15%) for any unforeseen construction work and other work that may be necessary to complete the project.

B. City has recently experienced increased crime and therefore is in need of immediately increased security and video surveillance measures to improve the safety and security of City facilities and City staff members at various City parks and Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City's Municipal Code, City has initiated procurement of temporary CCTV trailers, mobile marshalls, and camera units by renting such equipment from Contractor for a period of six (6) months under City's emergency procedures, and now City and Contractor seek to enter into this Amendment to formally memorialize and set forth the terms and conditions of Contractor's provision of such additional equipment.

C. City and Contractor entered into an amendment to the Agreement dated October 24, 2023 ("Amendment No. 1") to add temporary CCTV trailers, mobile marshalls, and camera units to provide additional security at City parks and the Corporate Yard on an equipment rental basis, thereby increasing the Contract Sum by $686,331.00, from $5,165,644.08 to $5,851,975.08. Application of the $686,331.00 to the $774,846.61 contingency approved by the City Council resulted in $88,515.61 remaining in the approved contingency.

D. City and Contractor entered into another amendment to the Agreement dated December 5, 2023 ("Amendment No. 2") to allow for Change Order 1 to change the camera sensor types from single-sensor to multi-sensor for several cameras for a cost not to exceed $480,942.48, so that there will be a total of 206 multi-sensor cameras and 662 single-sensor cameras for a total of 868 cameras, and Change Order 2 to reduce the Schedule of Performance from one year after receiving a Notice to Proceed to March 31, 2024 at an additional cost of $178,918.88, for a total additional cost of $659,861.35.

E. City and Contractor entered into another amendment to the Agreement dated September 17, 2024 ("Amendment No. 3") to allow for Change Order 3 for Contractor to provide

a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems for an additional amount of $1,590,485.59, thereby bringing to adjusted Contract Sum to $8,102,322.03.

F. The Agreement provides for a $150,000 "allowance" to cover additional services required thereunder as requested and authorized by the City, for such items associated with permitting, trenching, conduit installation, electrical work, wiring, additional inspections, geotechnical services, public information and notifications, material/concrete testing, utility/permits, or other unforeseen conditions uncovered and authorized by the City. Because none of the allowance had been used, Contractor provided City a credit of $150,000 toward the cost charged to City under Change Order 3.

G. City and Contractor entered into another amendment to the Agreement dated May 6, 2025 ("Amendment No. 4") to allow for Change Order 4 for Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement for an additional amount of $144,447.68, thereby bringing the adjusted Contract Sum to $8,246,769.71.

H. Now, the Parties seek to enter into this Amendment No. 5 to allow for Change Order 5 for Contractor to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City for an additional amount of $11,751.81 and add another $30,000.00 as a contingency only in the event City elects to have additional card readers installed, thereby bringing the adjusted Contract Sum to $8,288,521.52.

I. Section 1.2 of the Agreement adopts the provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata ("Greenbook"). The Greenbook authorizes the Parties to incorporate Change Order 5 into the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 5.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 5, not expressly defined in this Amendment No. 5, shall have the same meaning ascribed to them in the Agreement.

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

A. Section 1.1 (Scope of Work) is hereby amended to read in its entirety as follows:

"1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP 22-046

Access Control and Video Surveillance Systems, Exhibit "A-1," Exhibit "A-2," Exhibit "A-3", ~~and~~ Exhibit "A-4" ***and Exhibit "A-5"*** ("**Global Project**"). Exhibit "A-1" describes the temporary CCTV trailers, mobile marshalls, and camera units to be rented to City by Contractor for a period of six (6) months commencing October 24, 2023 and continuing through April 23, 2024. Exhibit "A-2" describes Change Order 1 and Change Order 2, Exhibit "A-3" describes Change Order 3, ~~and~~ Exhibit "A-4" describes Change Order 4 ***and Exhibit "A-5" describes Change Order 5***. The Global Project requires Contractor to provide an external/internal Video Surveillance system and Access Control System for the City's 12 Parks, Corporate Yard, City Hall, and Community Center to replace the currently existing systems with a consistent, unified, and expandable solution. Such work will include, but will not be limited to, provision of a full turnkey system involving design, purchase, installation, configuration, software licenses, support and maintenance services. Change Order 3 will require Contractor to provide a turnkey, complete installation of additional material allowing for expansion of the new Access Control and CCTV Surveillance systems. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. Change Order 4 will require Contractor to provide a turnkey, complete installation of additional material and labor to expand the new Access Control and CCTV Surveillance systems per the drawings and remodel of the City Hall Basement. The Qumulex system will be expanded accordingly to support the additional CCTV cameras and card readers, and will include the additional hardware and cloud based storage to maintain 90 days storage. ***Change Order 5 will require Contractor to provide and install the materials necessary for the addition of two new card readers at the door locations designated by City.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. All of the work described in Exhibit "A-2," Exhibit "A-3," Exhibit "A-4," ***Exhibit "A-5"*** and Contractor's Bid items with the exception of 1, 10 and 14, will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Contractor's Bid/Proposal dated January 9, 2023, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against

Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Eight Million Two Hundred ***Eighty Eight*** ~~Forty Six~~ Thousand ***Five*** ~~Seven~~ Hundred ***Twenty One*** ~~Sixty Nine~~ Dollars and ***Fifty Two*** ~~Seventy One~~ Cents (***$8,288,521.52*** ~~$8,246,769.71~~) ("**Contract Sum**") for completion of the Global Project, ***with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5***. Of this amount, the amount attributable to the Project is ***not to exceed*** Five Million ***Two*** ~~One~~ Hundred ***Thirty One*** ~~Eighty Nine~~ Thousand ***Five*** ~~Seven~~ Hundred ***Twenty Six*** ~~Seventy Four~~ Dollars and ***Four*** ~~Twenty Three~~ Cents (***$5,231,526.04*** ~~$5,189,774.23~~), ***with $30,000 of this amount serving only as a contingency in the event additional card readers will be needed and installed, similar to those detailed in Change Order 5***."

C. Section 3.1 (Schedule of Performance; Term) is hereby amended to read in its entirety as follows:

"**3.1 Schedule of Performance; Term.**

Contractor shall complete the Project minus the work detailed in Exhibit A-3 and Exhibit A-4 by no later than March 31, 2024 in accordance with the schedule contained in Change Order 2, and any revisions thereof approved by the City in writing. Contractor shall complete the work required in Exhibit A-3 by no later than March 31, 2025, ~~and~~ shall complete the work required in Exhibit A-4 by no later than August 6, 2025, ***and shall complete the work required in Exhibit A-5 by no later than January 21, 2026***. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. Once the Project is accepted by the City, Contractor will provide City with the services detailed in Bid items 10, the training component of 13, and 14 for a period of five (5) years, consistent with the performance schedule detailed in Contractor's Bid/Proposal dated January 9, 2023. Additionally, Contractor will provide the services set out in Exhibit A-1 for a six (6) month period, commencing October 24, 2023 and continuing through April 23, 2024."

D. Exhibit "A-5" (Change Order 5) is hereby added to the Scope of Work of the Agreement immediately following Exhibit A-4 and shall read in its entirety as follows:

See attached Exhibit "A-5."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

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, Amendment No. 2, Amendment No. 3 and Amendment No. 4. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 5, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 5, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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. 5.

7. Authority. The persons executing this Amendment No. 5 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 5 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 5.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Josh Stone

Digitally signed by Josh Stone
DN: C=US, E=Josh.Stone@jci.com, O=Johnson Controls Inc, OU=" Complex Security", CN=Josh Stone
Reason: I am approving this document
Contact Info: Josh Stone
Date: 2025.10.29 20:20:20 -07'00'

Name: Josh Stone
Title: Regional Operations Manager

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

JOHNSON CONTROLS, INC., a Wisconsin corporation

Josh Stone

Digitally signed by Josh Stone
DN: C=US, E=Josh.Stone@jci.com, O=Johnson Controls Inc, OU=" Complex Security", CN=Josh Stone
Reason: I am approving this document
Contact Info: Josh Stone
Date: 2025.10.29 20:20:28 -07'00'

Name: Josh Stone
Title: Regional Operations Manager

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.

EXHIBIT "A-5"

CHANGE ORDER 5

Contractor will provide and install the materials necessary for the addition of 2 new card readers at the door locations designated by City. This includes the delivery, and installation of the items listed below. Contractor will provide a complete installation of materials including the necessary cable with the associated routing and wall penetrations for the cleanest possible installation, and the connection to and programming to City's Qumulex head end system. Contractor will also provide programming, testing and commissioning.

TOTAL QUOTE			**$ 11,751.81**
Labor Total			$ 5,314.51
Sales Tax			$ 413.67
Material			$ 6,023.63
	SOFTWARE - LICENSE		
QXP	Qumulex Single Pro Cloud Resource (Door) License	2	
	HEAD-END		
QXEP-MR52-S3B	MR-52 Mercury Reader Interface board - Dual Reader	1	
939393	LIFSAF PW - E8M2- BOXED: Power supply w/enclosure, supports 8 MR-52 boards	1	
IM 1272F1	Battery Back Up	1	
	FIELD DEVICES		
10372122	40NKS-00-00192U: Signo 40 Card Reader, Blk/Slvr, OSDP, V1 32-B	2	
417721	GRI 180-12-B: Door Contact 3/4 recessed Brn, with leads	2	
T.REX-LT-NL	KANTECH, REX Detector	2	
ETH4W4545	Electric Transfer Hinge	1	
SCH ND80BDEL/EU RHO 626	Schlage Electric Cylinder Lock	1	
ETH4W4545	Electric Transfer Hinge	1	
T454932AYW	18-6C + 18-4C + 16-2C + 22-4C COMPOSITE CABLE O/A LSPVC JKT YEL CMP	2	
Misc Material	EMT Conduit, Connectors, Fittings, misc.	1	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

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
MARSH USA LLC.
155 N. WACKER, SUITE 1200
Chicago, IL 60661
Attn: JCI.Certrequest@marsh.com

CN101230596-TycoE-GAWB-25-26

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): (866) 966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: JCI.certrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Johnson Controls US Holdings, Inc.
Johnson Controls, Inc.
Johnson Controls Fire Protection LP
Johnson Controls Security Solutions LLC (See attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

COVERAGES **CERTIFICATE NUMBER:** CHI-010915023-08 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 313947-25	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 313949-25 (Primary NH)	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
A	X ANY AUTO			MWTB 313949-25 (Primary NH)	10/01/2025	10/01/2026	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			MWZX 313950-25 (Excess NH $4.75M)	10/01/2025	10/01/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 313943-25 (AOS - see page 2)	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) N	N/A		MWXS 313944-25 (OH & WA)	10/01/2025	10/01/2026	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
	Builders Risk/ Install/ Contr. or Rental Eqp./ & See Attached							See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City, its elected and appointed officers, employees and agents is/are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 25	Policy Period 10/01/25 - 10/01/26	Effective Date of Endorsement 10/01/25
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As 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 solely 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:

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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 25	Policy Period 10/01/25 - 10/01/26	Effective Date of Endorsement 10/01/25
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As 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 solely 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".

GL 289 002 1012

Factory Mutual Insurance Company
300 S. Northwest Highway
Park Ridge, Illinois
60068
United States of America

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1153858	**Policy Term**	
Account No.:	1-02013	**Effective Date:**	01 October 2025
		Expiration Date:	01-October 2026

NAMED INSURED:

Johnson Controls Inc., Tyco International Holding S.a.r.l., and see Named Insured list below.

DESCRIPTION AND LOCATION OF PROPERTY COVERED: **Location No.:** INSL **INDEX No.:** 000920.00

Description: Real and Personal Property
including Builders Risk

Location: Miscellaneous Property

COVERAGE IN FORCE:

Insurance Provided:		**Limit Of Liability:**
1.	Builders Risk / Installation / Maintenance Contracts	USD 1,000,000
2.	Rental Equipment / Contractors Equipment of the Named Insured	USD 1,000,000
3.	Transportation	USD 1,000,000

As Respects Builders Risk coverage, coverage is provided for:
Personal Property consisting of materials, equipment, machinery and supplies designated for use in the construction or installation of projects or designated for use under maintenance contracts.

Real Property designated to be constructed or installed as part of the project and/or maintenance contract during installation and/or maintenance, while anywhere within this Policy's TERRITORY at any **location** of a customer of the Insured, including in the due course of transit to and from the described project site per the terms and conditions of the policy.

The NAMED INSURED Includes: Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM: Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) S.A.; Johnson Controls Air Conditioning and Refrigeration, LLC; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Master Protection, LP; M&M Refrigeration, LLC; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems, LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire Mission Critical Service LLC; Silent-Aire USA, Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

Certificate No: 00001-001

JOHNSON CONTROLS, INC.
5757 North Green Bay Avenue
Glendale, Wisconsin 53209, USA

Authorized Signature / Issue Date
Shelby Nelson / October 1, 2025

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured described in Paragraph **A.** above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person or organization that you are required by contract to waive recovery right.

(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 changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
If required by contract, any person or organization against whom you have agreed to waive your right to recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06
(Ed. 04-84)

POLICY NUMBER: MWC 313943 25

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW	ANY JOB FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 10-01-25

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From the WCIRB's California Workers' Compensation Insurance Forms Manual@ 1999.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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 MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-All-Cyber-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011014722-09 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ 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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-08	02/01/2025	02/01/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

OTHER BROKER:

The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:

American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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From:	Desiree Johnson
To:	Rafael Rico
Cc:	Roobik Galoosian
Subject:	Fw: Johnson Controls Inc. (Updated Insurance for approval)
Date:	Thursday, October 30, 2025 10:49:36 AM
Attachments:	C-23-083 - JOHNSON CONTROL, INC. 2023 APRIL 26.pdf image001.png image002.png cert_CHI_City of Carson_10915023_8.pdf cert_CHI_City of Carson_11014722_9.pdf Outlook-Logo__Desc.png Outlook-qfiyzv1v.png

Hi Rafael,

This insurance is approved. Please use this email as the approval as the documents are password protected.

Thank you,

Désirée Johnson
Sr. Risk Management Analyst

HR | Risk Management
701 E. Carson Street, Carson, CA 90745
Office: (310) 952-1700 | Direct: (310) 952-1820 | Email: djohnson@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

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From: Rafael Rico <rrico@carsonca.gov>
Sent: Thursday, October 30, 2025 8:38 AM
To: Desiree Johnson <djohnson@carsonca.gov>
Cc: Roobik Galoosian <RGaloosian@carsonca.gov>
Subject: Johnson Controls Inc. (Updated Insurance for approval)

Good morning, Desiree,

Please see the attached updated insurance documents for Johnson Controls. I have also attached the original contract for reference.

Please let me know if anything else is needed.

Regards,

Rafael Rico Jr.
Administrative Analyst

Public Safety & Emergency Management
701 E. Carson St., Carson, CA 90745
Office: (310) 952-1786 | Direct: (310) 233-4847 | Email: rrico@carsonca.gov
Office Hours: Monday-Thursday; 7:00 a.m. - 6:00 p.m
www.carsonca.gov | Facebook: @cityofcarson | Instagram:@cityofcarsonca

CITY OF CARSON

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Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025–2026 BUDGET, INCLUDING THE ALLOCATION OF PROPOSITION A AND PROPOSITION C LOCAL RETURN FUNDS FOR TRANSPORTATION PURPOSES, ACROSS THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

I. SUMMARY

Proposition A and Proposition C local return funds are provided to cities by the Los Angeles County Metropolitan Transportation Authority based on population, and must be used to support public transportation services. These funds come with a time limit, meaning the City is required to spend them within three years from the end of the fiscal year in which they were originally received, or the funds may expire and no longer be available to the City. During the COVID-19 pandemic (between 2020 and 2022), the City temporarily suspended its fixed-route transit service, known as the Carson Circuit, to help reduce the spread of the virus. Because the service was not operating during that time, a portion of the funds that had been budgeted for transit operations were not used and remained unspent.

The Los Angeles County Metropolitan Transportation Authority has recently notified City staff that approximately $398,079 in previously allocated Proposition C funds may expire if they are not used by June 30, 2026. To prevent the loss of these funds, the City Council is being asked to adopt Resolution No. 26-028, which would amend the Fiscal Year 2025-2026 Operating Budget in the Proposition C fund. This action would allocate approximately $400,000 toward the purchase of supplies that support the City's transportation operations (see Exhibit No. 1), ensuring the funds are used in a timely manner and remain available to benefit the community.

II. RECOMMENDATION

ADOPT Resolution No. 26-028, titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-2026 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND," which formally updates the City's budget to reflect current funding needs, allocations, and priorities across these funds.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (LACMTA) provides Proposition A and Proposition C local return funds to cities based on population, with the requirement that these funds be used specifically to support public transportation services. As an eligible jurisdiction, the City uses these funds to operate and support services such as its fixed-route bus system (Carson Circuit), Dial-A-Ride service (a shared ride service primarily for seniors and individuals with mobility needs), and other transportation-related programs. In addition, both Proposition A and Proposition C rules require that funds be spent within three years from the end of the fiscal year in which they were originally received, or the funds may expire and no longer be available to the City.

During the COVID-19 pandemic, the City's Disaster Council made the decision to temporarily suspend fixed-route bus services in order to protect public health and reduce the spread of the virus. As a result, the Carson Circuit was largely not in operation between 2020 and 2022. While the Dial-A-Ride program remained available to serve essential travel needs, ridership was significantly reduced as many residents chose not to travel due to health concerns. Because of these service reductions and lower usage, a portion of the funds that had been set aside for these transportation programs during that time went largely unspent.

LACMTA has recently notified City staff that approximately $398,079 in previously allocated Proposition C funds could expire if they are not used by June 30, 2026. To prevent the loss of these funds, staff has identified eligible ways to use the funding for transportation-related needs. Specifically, approximately $250,000 would be used to purchase general supplies needed to operate and support transportation services, including items used for daily operations as well as office-related supplies. In addition, approximately $150,000 would be used to purchase modular storage units, which are secure, prefabricated structures that will allow the City to safely store equipment and supplies used for transportation operations.

LACMTA has confirmed that these proposed uses are eligible under Proposition A and C funding guidelines, provided the funds are spent by the June 30, 2026 deadline. To ensure the City does not lose these funds, the City Council is being asked to adopt Resolution No. 26-028, which will amend the Fiscal Year 2025-2026 Operating Budget in the Proposition C fund to allocate a total of $400,000 for these purposes.

V. FISCAL IMPACT

If the City Council approves the recommendation, an additional $400,000 will be added (appropriated) to the Fiscal Year 2025-2026 Proposition C Budget under Account No. 219-90-960-180-6009. This action will formally set aside the funds for the identified transportation-related purchases and ensure they are available for use before the required deadline.

VI. EXHIBITS

1. Resolution No. 26-028

Attachments

Exhibit No. 1 - Resolution No. 26-028.pdf

RESOLUTION NO. 26-028

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

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 Fiscal Year 2025-26 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2025-26 budget in the Proposition C fund.

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 Fiscal Year 2025-26 budget.

Account	Description	Increase/(Decrease)
219-90-960-180-6009	Transportation operation supplies	$400,000.00

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2025-26 budget on file, and effective as of April 7, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 7th day of April, 2026.

APPROVED AS TO FROM:

CITY OF CARSON:

_____

Sunny K. Soltani, City Attorney

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-028 adopted by the City of Carson City Council at its meeting held on April 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT NO. 21-032 WITH ACTIVE NETWORK, LLC TO CONTINUE PROVIDING THE CITY'S ACTIVITY REGISTRATION AND FACILITY RESERVATION SOFTWARE SERVICES (CITY COUNCIL)

I. SUMMARY

On March 16, 2021, the City entered into a three-year agreement with Active Network, LLC (ActiveNet) to provide software and services used by the Department of Community Services for program registration (such as classes and activities) and facility reservations (such as park and room rentals). The original agreement was approved for a total amount not to exceed $250,000 (see Exhibit No. 1). On March 16, 2024, the City approved Amendment No. 1 (see Exhibit No. 2), which exercised the first of three optional extensions available under the contract. This amendment extended the agreement for an additional two years, through March 2026, and added $120,000 for continued services. As a result, the total not-to-exceed contract amount increased to $370,000. The proposed Amendment No. 2 (see Exhibit No. 3) would exercise the second available two-year extension, continuing services through March 16, 2028. The cost for this extension is $60,815.08 for the first year and $63,855.84 for the second year, for a total of $124,670.92 over the two-year period. One additional two-year extension option would remain available after this amendment. If the City Council approves the proposed Amendment No. 2, the total not-to-exceed contract amount over the full term of the agreement, from March 2021 through March 2028, would increase to $494,670.92.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 2 to the Contract Services Agreement between the City and Active Network, LLC (see Exhibit No. 3), which will extend the agreement for an additional two years at a cost of $124,670.92, and increase the total not-to-exceed contract amount from $370,000 to $494,670.92; and,
2. AUTHORIZE the Mayor to sign and execute the proposed Amendment No. 2, after it has been reviewed and approved as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action City Council deems appropriate.

IV. BACKGROUND

On November 19, 2020, the City issued Request for Proposals (RFP) No. 20-029 to seek qualified vendors to provide a modern, cloud-based software system to manage recreation programs and facility reservations. This type of system allows residents to easily sign up for classes, reserve park and facility spaces, register for youth sports leagues, and make payments online. The RFP required vendors to offer a comprehensive platform that could support a wide range of services, including recreation program registration, indoor and outdoor facility reservations, fitness and boxing memberships, youth sports league management, point-of-sale transactions (such as in-person payments), marketing tools, and reporting features to track program participation and financial performance. Following a competitive evaluation process, Active Network, LLC (ActiveNet) was selected as the most qualified firm based on its experience, capabilities, and overall value. The proposed pricing was also determined to be competitive when compared to similar systems used by other public agencies.

On March 16, 2021, after City Council approval, the City entered into a three-year agreement with ActiveNet for a total amount not to exceed $250,000 (see Exhibit No. 1). The agreement also included three optional two-year extensions, allowing the City to continue services beyond the initial term if desired. Since that time, the Department of Community Services has successfully implemented the system into its daily operations. The platform has helped streamline how residents register for programs and reserve facilities, improving overall efficiency and customer service. On June 4, 2024, the City Council approved Amendment No. 1 (see Exhibit No. 2), which exercised the first of the available two-year extensions. This extended the agreement from March 16, 2024, through March 16, 2026, at a cost of $120,000, increasing the total not-to-exceed contract amount from $250,000 to $370,000.

The City Council is now being asked to approve Amendment No. 2 (see Exhibit No. 3), which would exercise the second two-year extension and continue services from March 16, 2026, through March 16, 2028. The cost for this extension would be $60,815.08 for the first year and $63,855.84 for the second year, for a total of $124,670.92. If approved, the total not-to-exceed contract amount over the full seven-year term (March 2021 through March 2028) would increase to $494,670.92. One additional two-year extension option would remain available after this amendment.

Staff recommends that the City Council approve the proposed Amendment No. 2 to ensure there is no interruption in these important software services, which support City programs, events, and facility reservations managed by the Department of Community Services/Recreation/Park Maintenance.

V. FISCAL IMPACT

Funding for these services has already been included in the City's adopted Fiscal Year 2025-2026 Operating Budget. Moving forward, funding for the continued use of this software will also be planned for and included in future annual budgets under Account No. 101-90-901-101-6004. This ensures that the City has a dedicated and consistent funding source to support these services without requiring additional or unexpected budget allocations.

VI. EXHIBITS

1. Contract No. 21-032 between the City of Carson and Active Network, LLC
2. Amendment No. 1 to Contract No. 21-032
3. Proposed Amendment No. 2 to Contract No. 21-032

Attachments

Contract No. 21-032 between the City of Carson and Active Network, LLC.pdf
Amendment No. 1 to Contract No. 21-032.pdf
Amendment No. 2.pdf

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ACTIVE NETWORK, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 16th day of March, 2021 by and between the City of Carson, a California municipal corporation ("City") and Active Network, LLC, a Delaware Limited Liability Company ("Consultant"). City and Consultant 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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and 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, 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 Bobby Grove, Recreation Program Manager, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein,

except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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] AF
Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials AF

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:

for Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By:
Name: Andrea Facini
Title: President

By:
Name: David Green
Title: Corporate Secretary
Address: 717 N. Harwood, Suite 2500
Dallas, TX 75201

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 _____, 2021 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 _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide recreation management software that facilitates recreation program registration, indoor and outdoor facility reservations, fitness and boxing program memberships, citywide youth sports league management, point of sale (POS), marketing, and reporting, and install the necessary hardware (equipment) and deliver software implementation services. This includes provision to the City with a subscription to "ACTIVE Net," Consultant's fully hosted, web-based "Software as a System" ("SaaS") solution, for use by City on an unlimited number of workstations and by an unlimited number of concurrent users, giving the City on-demand access to its data from any computer with an internet connection. ACTIVE Net will also include an *ACTIVE.com* portal that will allow community members to view and book reservations for use of City facilities or participation in City programs, events, or memberships (including classes and camps) online. Consultant will provide ACTIVE Net to City in accordance with its "Service Package Advanced 7," which includes Professional Services such as:

1. Remote business process review (meeting to assess the IT aspects of the implementation);
2. Remote functionality review & data collection preparation;
3. Remote data collection review;
4. Remote data entry (inventory and policy controls);
5. Remote user testing
6. LMS training;
7. Remote supplemental training;
8. Remote Go Live preparation;
9. Remote hardware configuration; and
10. Remote system optimization training.

Senior consulting services will be delivered by Consultant's Enterprise Consulting team, representing its most seasoned agents.

Consultant shall perform the following in connection with the Service Package Advanced 7:

A. PROJECT PLANNING:

Project Launch/Scheduling

Objectives for the Project Launch/Scheduling stage are:

- Gain an understanding of required project roles
- Gain understanding of the project life cycle
- Establish a tentative project schedule
- Reserve Active and Customer resources

- Prepare for the Business Process Review

Inputs for the Project Launch/Scheduling stage are:

• Active Resource Availability	ACTIVE
• Customer Project Resource Availability	Customer PM
• Project Planning Guide	ACTIVE
• Data Assessment Sheet (blank)	ACTIVE
• Deliver Accounting Manual	ACTIVE
• ACTIVENet Look and Feel Guide	ACTIVE
• Technical Statement of Works (SOWs)	ACTIVE

Tasks for the Project Launch/Scheduling stage are:

- Review ACTIVE project roles and responsibilities
- Review City's required project roles and responsibilities
- Review ACTIVENet's project lifecycle
- Review project schedule options
- Review Basecamp use
- Distribute the Data Assessment Sheets and other documents

Deliverables for the Project Launch/Scheduling stage are:

• Project schedule	ACTIVE
• Active Project team assignments	ACTIVE
• Customer project team assignments	Customer PM
• Complete Data Assessment Sheet	Customer SME
• Review Accounting Manual	Customer Accounting Team
• Review Technical SOWs	Customer Technical Team
• Review Recommended Settings document	Customer Technical Team
• Booking the Business Review meeting room	Customer PM
• Setup Basecamp instance and provide login credentials	ACTIVE

Business Process Review

Objectives for the Business Review stage are:

- Understand City's project goals
- Understand City's business policies and procedures
- Understand City's product and service offerings and establish a data collection strategy
- Understand City's IT infrastructure
- Understand City's accounting needs
- Identify project risks
- Finalize project schedule and go live date

Inputs for the Business Review stage are:

• Completed data assessment sheet	Customer SME
• Reviewed Accounting Manual	Customer Accounting Team
• General Data Collection Sheet (Blank)	ACTIVE
• Provide images and waivers to Basecamp	Customer SME

Tasks for the Business Review stage are:

- Review project goals
- Review the Data Assessment Sheet

- Review General Data Collection Sheet so that City knows how to fill it out
- Discuss the other Data Collection Sheets at a high level
- Discuss accounting needs
- Review technical system requirements
- Discuss peripherals being used by City
- Create a communication plan (for project team, City stakeholders, staff and customers)
- Maintain a Project Risk Log
- Review Active Learning Management System (LMS) and plan out courses for next sessions

Deliverables for the Business Review stage are:

• Data Assessment Sheet (populated)	Customer SME/ACTIVE
• Data Collection Sheets (blank)	ACTIVE
• Project Risk Log	Customer PM
• Project Agenda for the remaining stages	ACTIVE
• Basecamp dates and tasks updated	ACTIVE
• LMS link and logins	ACTIVE

B. IMPLEMENTATION:

Data Collection

Objectives for the Data Collection stage are:

- Capture City's inventory of all product and services in a format for use during data entry.
- Review/Overview of the ACTIVENet modules to be used

Inputs for the Data Collection stage are:

• Provide maps to Basecamp	Customer SME
• Data Collection Sheets (completed)	Customer SME

Tasks for the Data Collection stage are:

- Populate the Data Assessment Sheets with inventory of all product and services.
- Complete assigned LMS courses prior to the sessions
- Determine who will enter the data (Active and/or the City)
- Demonstrate standard workflows of ACTIVENet modules

Deliverables for the Data Collection stage are:

• Data Collection Sheets (Populated)	Customer SME

Data Review

Objectives for the Data Review stage are:

- Ensure the Data Collection Sheets are complete and accurate
- Initial introduction to the ACTIVENet application modules

Inputs for the Data Review stage are:

Completed data assessment sheet	Customer SME

Tasks for the Data Review stage are:

- Review the Data Collection Sheets for completeness
- Perform validation checks on data collection sheets
- Assign Learning Management System courses to staff for testing phase

Deliverables for the Data Review stage are:

- Data Collection Sheets (Populated) — Customer SME

Data Entry

- **Objectives** for the Data Entry stage are:
- Configure and populate ACTIVENet database in accordance with City's needs

Inputs for the Data Entry stage are:

- Competed data assessment sheet — Customer SME

Tasks for the Data Entry stage are:

- Configure ACTIVENet in conjunction with the Data Assessment Sheet
- Populate ACTIVENet with product and services from the Data Collection Sheets. This is non-customer/transaction data.
- Audit ACTIVENet to ensure alignment with Data Collection Sheets

Deliverables for the Data Entry stage are:

- ACTIVENet database (Configured and populated) — ACTIVE

User Testing

Objectives for the User Testing stage are:

- Test the functional integrity of the system configuration against business cases
- Update configuration as needed

Inputs for the User Testing stage are:

- User testing templates — ACTIVE
- Test cases and workflows to review — Customer SME

Tasks for the User Testing stage are:

- Review front-desk transactions for each functional area in ACTIVENet
- Review online transactions for each functional area in ACTIVENet
- Review reports for each functional area in ACTIVENet
- Review communication tools for each functional area in ACTIVENet
- Determine mitigation strategies for each functional gap
- Update configuration in accordance with testing results
- End to end test of credit card processing and bank reconciliation

Deliverables from the User Testing stage are:

- ACTIVENet (tested) — Active/Customer SME
- Configuration is updated as needed — Active and Customer SME
- Detailed review of ACTIVENet modules — Customer SME
- Updated test cases — Customer SME

Training (LMS Train the Trainer)

Objectives for the Training stage are:

- Introduce organization trainers to the Active online LMS training tool
- Empower the project team to understand best practices for conducting end-user training
- Empower the project team with a strategy and tools to conduct end-user training.
- Create and update training material for the end users
- Create an end user training plan

Inputs for the Training stage are:

- Training Manual template and quick reference guides — ACTIVE
- Provide list of Organization trainers — Customer PM
- Training room booked and prepared — Customer PM

Tasks for the Training stage are:

- Provide base training materials
- Trainers have completed the assigned LMS courses prior to the sessions
- Modify training manual in accordance with system usage
- Provide supplemental training session on workflows not covered in the LMS
- Develop training plan for delivering end-user staff training
- Secure resources to execute training plan

Deliverables for the Training stage are:

- Customized Training Manual — Customer Trainers
- Training Plan — Customer PM

C. DEPLOYMENT:

Workstation Readiness

Objectives for the Workstation Readiness stage are:

- Ensure all workstations have access to ACTIVENet
- Ensure all workstations designated to operate ACTIVENet are configured with the appropriate 3rd party software
- Ensure all workstations designated to operate ACTIVENet are configured with the appropriate hardware

Inputs for the Workstation Readiness stage are:

- Existing Peripheral Hardware List — Customer PM
- Additional Peripheral Hardware (if required) — ACTIVE
- System Requirements — ACTIVE
- Hardware Configuration Guides — ACTIVE

Tasks for the Workstation Readiness stage are:

- Install, configure and test third-party software required by ACTIVENet
- Install, configure and test hardware required by ACTIVENet
- Bookmark ACTIVENet sites on workstations

Deliverables for the Workstation Readiness stage are:

- Configure and test single workstation with peripherals (ACTIVE and Customer Desktop)
- Configure and test remaining workstations and peripherals Customer Desktop

End User Training

Objectives for the End User Training stage are:

- Train system users on software operations
- Communicate software escalation procedures

Inputs for the End User Training stage are:

- End-user training guide — Customer Trainers
- Training plan — Customer Trainers
- Training rooms are booked and prepared — Customer PM

Tasks for the End User Training stage are:

- Execute training plan

Deliverables for the End User Training stage are:

- All Staff trained — Customer Trainers

D. GO-LIVE:

Go-Live Preparation

Consultant will conduct a meeting prior to go-live to confirm all tasks are complete and the system is ready to be the City's true system of record.

Objectives for the Go-Live Preparation stage are:

- Ensure staff are competent in system use
- Ensure workstations are ready for system use
- Ensure data conversion is complete
- Ensure project team understands how to escalate issues to ACTIVE
- Ensure risks are captured and mitigation strategies are in place

Inputs for the Go-Live Preparation stage are:

- Prior stages are complete — Customer PM
- ACTIVE Support handbook — ACTIVE
- Go-Live Checklist — ACTIVE

Tasks for the Go-Live Preparation stage are:

- Review and validate staff training
- Review and validate workstation readiness
- Review and validate data conversion completeness
- Review Active Support policy and communication channels
- Handoff call with ACTIVE support team.
- Complete Go-Live checklist

Deliverables for the Go-Live Preparation stage are:

- Go Live checklist — ACTIVE
- Customer Support plan — Customer PM
- Go Live plan — Customer PM

Go-Live

Go-Live is the day that ACTIVENet becomes the system of record for the City.

Objectives for the Go-Live stage are:

- Help with any issues or configuration questions

Inputs for the Go-Live stage are:

- Go live plan — Customer PM

Tasks for the Go-Live stage are:

- All prior stages are complete

Deliverables for the Go-Live stage are:

- Online payments are enabled — Customer PM
- End users processing in ACTIVENet — Customer PM

Post-Go-Live System Optimization

Consultant will conduct a meeting 2 to 3 weeks after go-live to review any questions or follow up configuration required.

Objectives for Post Go-Live Optimization stage are:

- Optimize usage of ACTIVENet to perform front desk transactions and manage operations
- Optimize usage of ACTIVENet to provide City an online store

Inputs for the Post Go-Live Optimization stage are:

- List of questions, issues and topics — Customer PM

Tasks for the Post Go-Live Optimization stage are:

- Session with the consultant

E. TRANSPORATION OF PRODUCTS:

Primary transportation of all ACTIVE Net-related products and equipment to necessary locations for installation and City use;

F. MAINTENANCE:

Maintenance Services related to ensuring full ongoing availability and functionality of ACTIVE Net, to be provided in accordance with Consultant's "Advanced Support Package," which includes, without limitation:

1. Responding to an unlimited number of support requests to Consultant's customer support analysts accessible via phone, messaging, or email;

    (i) 24/7/365 emergency phone support;

    (ii) live phone support during Consultant's business hours (subject to change);

    (iii) target email response time of 24 hours;

2. 24/7/365 access to online customer portal and self-service support via searchable databases, user guides & online forums;

3. 24/7/365 web/email case submission;

4. A 15-user learning management system;

5. Rush event support;

G. PAYMENT REMITTANCE TECHNICAL SERVICES:

ACTIVE Net ACH (Automated Clearing House) Payment Remittance Technical Services ("Daily" - Every 72 Hours); ACTIVE Net ACH Payment Remittance Technical Services (Every 2 weeks);

H. Provide ACTIVE Net "Train the Trainer" training to the following City staff members at the following competency levels, unless otherwise requested by the Contract Officer (and approved by the City Council if additional cost exceeding Contract Officer authority pursuant to Section 1.8 is involved):

1. Two recreation staff members – Administration;

2. Two recreation staff members – Registration;

3. One Finance staff member – All Financial Aspects;

4. One Information Technology stff member – tech support.

Training shall be provided in accordance with the content and timeline set forth in Consultant's proposal, unless otherwise set forth herein or requested by the Contract Officer.

I. DETAILED BREAKDOWN:

In connection with Consultant's provision of Service Package Advanced 7 and the foregoing, Consultant shall provide City with the following services and products, identified as **"Tasks"**:

TASKS

HARDWARE – YEAR 1 ONLY:

1. PAX 300 - Pinpad Device

2. Topaz Digital Signature Pad (may not be necessary)

3. APG Cash Drawer (may not be necessary)

4. Barcode and Smartphone Scanner (may not be necessary)

SOFTWARE AND LICENSES -- YEARS 1 THROUGH 3:

5. Annual Subscription (includes: Support, Unlimited Licenses, access to solution, Hosting costs, Upgrades, Database Backups, etc.)

6. ACTIVENet Connect (may not be necessary)

7. ACTIVENet Captivate (may not be necessary)

PROFESSIONAL SERVICES -- YEAR 1 ONLY:

8. Implementation Advanced 7 Service Package (Implementation, Configuration, Training)

9. Financial Export

10. Brochure Export

11. GIS Export

II. **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:**

Reports containing all registration information, full calculations with detailed support, and all background information necessary to verify and substantiate such calculations, and full statements including rates, quantities, and totals, for all Fees collected by Consultant from End Users and fees disbursed to City by Consultant pursuant to this Agreement, shall be available to City within the ACTIVE Net product through the primary reporting modules for the Term of this Agreement.

III. **All data obtained by Consultant shall be encrypted in accordance with industry standard while in Consultant's possession. Notwithstanding anything else to the contrary, within a reasonable time upon expiration or sooner termination of this Agreement but no more than thirty (30) days thereof, Consultant will deliver to City a file containing all City data for download in a commercially-reasonable standard format, such as comma separated value (.csv) or extendible markup language (.xml), along with attachments in their native format as stored by Consultant. Consultant shall thereafter delete all City data in Consultant's systems or otherwise in Consultant's possession or under Consultant's control. If requested by City, Consultant will certify that it has returned or destroyed all copies of the applicable City data using commercially reasonable measures and acknowledges that its rights to use the same are relinquished. There shall be a $3,000 charge to City for this data export service.**

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 1.5, Familiarity With Work, is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work. By executing this Agreement, Consultant ~~warrants~~ ***agrees*** 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~~ ***make commercially reasonable efforts to remedy the defect as swiftly as possible***."

II. Section 1.6, Care of Work, is hereby amended to read in its entirety as follows:

"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, ***pursuant to the Indemnification and Limitation of Liability provisions of this Agreement,*** 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~~ ***the City***."

III. Section 1.9, Special Requirements, is hereby amended to read in its entirety as follows:

"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. ***No additional terms and conditions will be added to this Agreement or Exhibit "B" unless mutually agreed upon by both parties in writing.***"

IV. Section 2.1, Contract Sum, is hereby renamed and amended to read in its entirety as follows:

"2.1 Contract Sum. *Payment* ***terms are specified in the Schedule of Compensation (Exhibit "C"). Unless otherwise specified in the Schedule of Compensation, all amounts owed by City are due from City within 30 days from the date of the applicable invoice.*** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) for the initial term of this Agreement, in accordance with the following: (1) ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000) for the first year of the Term, (2) SIXTY THOUSAND DOLLARS ($60,000) for the second year of the Term, and (3) SIXTY THOUSAND DOLLARS ($60,000) for the third year of the Term (collectively, the "Contract Sum"),*** unless additional compensation is approved pursuant to Section 1.8. ***In the event City exercises any or all of its three options to extend the term of this Agreement as set forth in Section 3.4, the compensation for the first year of the first option period shall not exceed five percent (5%) more than $60,000, and the compensation for each sucessive year thereafter for any option period shall increase by no more than five percent (5%) of the amount applicable for the immediately preceding year. Any annual increase in compensation during any option period shall be determined by Consultant in accordance with any reasonable cost of living adjustments.***

Unless otherwise set forth in the Schedule of Compensation, Consultant will charge Fees to individuals who register for the Events or purchase goods or services online, and will process and collect such Fees as a merchant of record according to the card networks. On a bi-weekly basis, Consultant will pay City sums due to City based on the total Event registration revenues collected, net of any deductions provided herein. The applicable currency will be U.S. Dollars. In no event shall City pay nor be responsbile for payment of any Fees."

V. Section 2.2, Method of Compensation, is hereby deleted in its entirety and replaced with the following:

"2.2. Method of Compensation.

(a) Costs. The method of compensation shall be as follows: City will be invoiced on a quarterly basis commencing upon the date of the first live operational use of the SaaS for the Event(s) ("Go-Live Date"), with costs being invoiced in increments of 25% of the annual amount, commencing upon the Go-Live Date.

If there are any overdue amounts owed by City, or there are returned charges or items, including those resulting from any error or complaint related to

an Event, Consultant has the right to charge fees owed to Consultant by City by issuing an invoice, or by offsetting the deficiency from any account balance City maintains with Consultant or any payment Consultant owes City.

(b) Fees. Consultant will charge Fees (as defined in Section III of Exhibit "C") to individuals who register for Events or purchase goods or services using the SaaS pursuant to this Agreement, and will process and collect such fees as a merchant of record according to the card networks in accordance with Section III of Exhibit "C." Consultant will pay City sums due to City based on the total fees collected on a bi-weekly basis in accordance with Section 7.3 and Section III of Exhibit "C." All Fees are in consideration of the SaaS and Services that Consultant provides. Consultant and City acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

(c) It is City's responsibility to notify End Users of City's refund policy. City must ensure that City's refund policies are consistent with the Agreement. City agrees that all fees for a given Event are earned by City only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to City will be net of all reversals, refunds, disputed charges, chargebacks, and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event, or otherwise, as authorized in this Agreement. No payments will be made to City with respect to any Event that is cancelled by City. If payments have already been made by Consultant to City for a cancelled Event or if Consultant is required by law to pay a refund to or honor a chargeback request from an End User, Consultant may issue an invoice or offset an equivalent amount from City's account or payment owed by Consultant to City and return the value to the End User, and if sufficient funds are not available, City must reimburse Consultant on demand. Consultant will notify City of the amount and date of such offset, and the reason for such offset provided that it is lawful to do so. Except as otherwise provided in this paragraph, refunds to End Users shall be made only by City in accordance with City's refund policy."

VI. A new Section 2.3, Taxes, is hereby added to the Agreement, to read in its entirety as follows:

"2.3 Taxes. Consultant's rates, prices and fees set forth in Exhibit "C" may (where indicated) or may not include Taxes. City is responsible for and agrees to pay any and all Taxes applicable to City. City is solely responsible for determining which, if any, Taxes apply to City's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Consultant provides City with tools that assist City in doing so. In the event that a governmental authority requires Consultant to pay any Taxes attributable to City's use of the Products, City agrees

to defend, indemnify, and hold Consultant harmless from all such Taxes and all costs and expenses related thereto. When Consultant is acting as the merchant of record and City elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Consultant may, upon at least 5 business days' prior written notice, (i) require City to send to Consultant City's books and records related to its sales tax payments, and/or (ii) visit City's premises during City's normal business hours to review City's sales tax payments."

VII. Section 2.3, Reimbursable Expenses, is hereby renumbered to Section 2.4 and amended to read in its entirety as follows:

"~~2.3~~ *2.4* 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.~~ ***Coordination with City as to the Products provided 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. ***The Contract Sum shall include the attendance of Consultant at all project meetings specified in the scope of work, and all meetings mutually deemed necessary by the City and Consultant.***"

VIII. Section 2.4, Invoices, is hereby reunumbered to Section 2.5 and amended to read in its entirety as follows:

"~~2.4~~ *2.5* Invoices. Each month ***(except as otherwise provided in Section 2.2(a)),*** Consultant shall furnish to City an original invoice for all ~~work~~ ***Services*** 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.~~***all charges.***

City shall independently review each invoice submitted by ~~the~~ Consultant to determine whether the ~~work~~ ***Services*** performed and ~~expenses incurred~~ ***Products provided*** 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 ***all amounts due (Fees will be paid as set forth in Section 2.2 and Exhibit "C")*** within ~~forty-five (45)~~ ***thirty (30)*** 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~~ ***City's*** payment ~~will occur within this time period.~~ ***obligations will at times be delayed and fall outside of the thirty (30) day timeframe stated herein.*** In the event any charges or expenses are disputed by City***, in good faith,*** 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."

IX. Section 2.5, Waiver, is hereby renumbered to Section 2.6.

X. A new Section 2.7, Fradulent Charges; Chargeback Requests; Refunds, is hereby added to the Agreement, to read in its entirety as follows:

"2.7 Fraudelent Charges; Chargeback Requests; Refunds. The Parties each hereby disclaim liability for fraudulent or unlawful charges attributable to third parties."

XI. Section 3.1, **Time of Essence, is hereby renamed and amended to read in its entirety as follows:**

"3.1 Time of ~~Essence~~ ***Material Importance***. Time is of ~~the essence~~ ***material importance*** in the performance of the Agreement."

XII. Section 3.2, Schedule of Performance, is hereby amended to read in its entirety as follows:

"3.2 Schedule of Performance. Consultant shall commence the ~~services~~ ***Services*** pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all ~~services~~ ***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."

XIII. Section 3.4, Term, is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~until completion of the services but not exceeding~~ ***for three*** ~~one~~ (~~1~~***3***) years from the ***effective*** date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***At City's option, and upon execution of a written agreement between the Parties, the foregoing Term may be extended for up to three (3) two-year extension periods for each extension.***"

XIV. Section 4.1, **Representatives and Personnel of Consultant, is hereby amended to read in its entirety as follows:**

"4.1 Represenatives and Personnel of Consultant. ~~The following principals of~~ Consultant ~~("Principals") are hereby designated~~ ***will designate a principal ("Principal")*** as being the ~~principals and representatives~~ ***representative*** of Consultant authorized to act ~~in~~ ***on*** its behalf with respect to the ~~work~~ ***Services*** 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~~ ***The Principal, which is subject to change over the course of this Agreement,*** shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the ~~services~~ ***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~~ ***The Principal*** may not be replaced nor may ~~their~~ ***its*** responsibilities be substantially reduced by Consultant without ~~the express written approval of City. Additionally,~~ ***notice to City.*** Consultant shall utilize only competent personnel to perform ~~services~~ ***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.~~"

XV. Section 4.5, Prohibition Against Subcontracting or Assignment, 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~~ ***was*** 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.~~ ***Notwithstanding the foregoing, Consultant may assign its rights, claims, interests, or obligations under this Agreement without the consent of City to an affiliate company of Consultant or through any reorganization, merger, consolidation or asset sale of Consultant. Consultant shall make all reasonable efforts to notify the Contract Officer of any such reorganization, merger, consolidation or asset sale as soon as legally possible while accommodating the legal and business requirements of the transaction.***

City may not resell, assign, or transfer any of its rights or obligations hereunder without Consultant's prior written approval, and any attempt to resell, assign, or transfer such rights or obligations without Consultant's prior written approval will be null and void."

XVI. Section 5.1(d), Professional Liability, is hereby deleted in its entirety.

XVII. Section 5.1(e), Subcontractors, is hereby amended to read in its entirety as follows:

"(e) Subcontractors. Consultant shall include ~~all~~ ***any*** 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."

XVIII. Section 5.1(f), Additional Insurance, is hereby deleted in its entirety and replaced with the following:

"(f) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Consultant's profession and the Services hereunder with limits not less than $5,000,000 per claim/loss, and $5,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Consultant's proprietary technology products (software) required under the contract for Consultant to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used."

XIX. Section 5.2, General Insurance Requirements, is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and ***the general liability and auto liability*** 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 ***on the worker's compensation*** 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~~ ***Services*** 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~~ ***The general liability and auto liability*** 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] AF
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."

XX. Section 5.3, Indemnification, is hereby amended to read in its entirety as follows:

"5.3 Indemnification. ***To the extent not prohibited by law, City will defend, indemnify, and hold Consultant harmless from and against any third party claim, demand, cause of action or proceeding (whether threatened, asserted, or filed) ("Claims") against Consultant to the extent that such Claim is based***

upon (i) injury or death to a person or damage to property resulting from such person's participation in an Event operated by City in connection with the Services and/or SaaS; (ii) City's provision of materials, products, or services, as part of City's obligations hereunder, that infringe the intellectual property rights of any third party, provided that such materials, products, or services are used by Consultant in accordance with the Agreement; (iii) City's use, except as necessary to comply with applicable laws including but not limited to any disclosure under the Freedom of Information Act or the Public Records Act of Participant Information during the Term of this Agreement; (iv) unauthroized disclosure of Participant Information by a City employee or third party to whom access is given to Participant Information as provided hereunder, except for any disclosure that is required by applicable law; (v) City's use of the Services and/or SaaS in violation of this Agreement; or (vi) any claims for refunds, reversals or chargeback requests from End Users, except those created by a failure of Consultant to adhere to the provisions of this Agreement or applicable law.

To the ~~full~~ extent ~~permitted~~ ***not prohibited*** 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 ***directly*** 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;~~ ***the Services,*** 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,~~ ***Services,*** 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~~ ***therefor***, 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."

XXI. A new Section 5.4, Intellectual Property Indemnfication, is hereby added to the Agreement, to read in its entirety as follows:

"5.4 Intellectual Property Indemnification. Consultant agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claims") against City to the extent that such Claim is based upon Consultant's Products (excluding Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

XXII. A new Section 5.5, Disclaimers and Limitation of Liability, is hereby added to the Agreement, to read in its entirety as follows:

"5.5 Disclaimers and Limitation of Liability. Consultant warrants that it will perform the services in a manner consistent with industry standards applicable to the performance thereof, that it will make commercially reasonable efforts to ensure that the Products function properly and continuously, and that it will respond in a timely and diligent manner to all complaints and requests submitted by the City in accordance with Consultant's "Service Package Advanced 7" package. Except as otherwise set forth herein and to the extent permitted by applicable law, City acknowledges and agrees that the products are provided on an "as is" and "as available" basis. The warranties, if any, set forth herein are limited to their express terms and are in lieu of, and Consultant expressly

disclaims to the maximum extent permitted by law, all other warranties, express or implied, oral or written, including any (a) warranty that the products are error-free or "bug"-free, accurate, secure, or reliable; (b) warranty that the products will operate without interruption; (c) warranty that all errors will be corrected or that the products will comply with any law, rule, or regulation; (d) implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement; (e) implied warranties arising from statute, course of dealing, course of performance, or usage of trade; and (f) warranty that the products will meet City's requirements. Neither party will be liable for indirect consequential, punitive, exemplary, or special damages (in contract, statute, tort, or otherwise), including damages for lost profits, cost of replacement services, lost data, or loss of use of information or services, which arise from circumstances beyond such party's reasonable control, whether or not such party has previously been advised of the possibility of such damages."

XXIII. Section 5.4, Sufficiency of Insurer, is hereby renumbered to Section 5.6.

XXIV. Section 6.1, Records, is hereby amended to read in its entirety 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~~ ***reasonable*** access to such books and records ~~at all times~~ ***upon request*** 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 ***to the extent*** disclosure is required by law, including but not limited to the California Public Records Act.

When Consultant is acting as the merchant of record and City elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Consultant may, upon at least 5 business days' prior written notice, (i) require City to send to Consultant copies of City's books and records related to its sales tax payments, and/or (ii) visit City's premises during City's normal business hours to review City's sales tax payments."

XXV. Section 6.2, Reports, is hereby deleted in its entirety and replaced with the following:

"6.2 Reports. As part of the Services and within the SaaS, Consultant shall provide City with access to a software called "Basecamp," in which Consultant shall provide the City (including as many stakeholders as the Contract Officer requests) with access to status and progress reports, notes, assignments, account ownership information, and other information relative to the Services and Products. "Basecamp" shall be accessible to the City until thirty (30) days after the "Go Live" date. Prior to closing City access to "Basecamp," Active shall provide City with a zip file backup of the full "Basecamp" project to City."

XXVI. Section 7.1, California Law, is hereby renamed "Governing Law."

XXVII. Section 7.2, Disputes; Default, is hereby amended to read in its entirety as follows:

"7.2 Disputes; Default.

(a) In the event that Consultant is in ~~default~~ ***Default*** under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant ***(whether by payment of compensation or entitlement to Fees)*** for any ~~work~~ ***services*** performed after the date of ~~default~~ ***Default***. Instead, the City may give notice to Consultant of the ~~default~~ ***Default*** and the reasons for the ~~default~~ ***Default***. The notice shall include the timeframe in which Consultant may cure the ~~default~~ ***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~~ ***Default***, the City shall hold all invoices and shall, when the ~~default~~ ***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~~ ***Default***. If Consultant does not cure the ~~default~~ ***Default***, the City may take necessary steps to terminate this Agreement under ~~this Article~~ ***Section 7.8***. Any failure on the part of the City to give notice of the Consultant's ~~default~~ ***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. ***For the purposes of this section, Default is defined as any material violation of or failure to comply with the provisions of this Agreement. Consultant has represented that it will provide a 99.5% uptime for its Services 24x7 365 days per year. Should the actual uptime fall below 99.5%, such failure shall be deemed a Default and City shall be entitled to pro rata credits.***

(b) ***In the event that Consultant reasonably believes that City's use of the Services or SaaS constitutes a Default under this Agreement, Consultant may give the City written notice 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. If City does not cure the Default, Consultant may take necessary steps to terminate this Agreement under Section 7.8. Any failure on the part of Consultant to give notice of the City's Default shall not be deemed to result in a waiver of Consultant's legal rights or any rights arising out of any provision of this Agreement.

(c) If Consultant reasonably believes that a transaction made using the SaaS or otherwise pursuant to this Agreement may be fraudulent or otherwise contrary to law, Consultant shall provide written notice to the City of the transaction and the reasons Consultant believes it is fraudulent or otherwise contrary to law. Consultant shall maintain the ability to temporarily suspend services in the event of a suspected fraudulent event in accordance with Section 9.11, except that where the fraud is suspected to have been committed by an End User or other third party out of City's control, the cure provisions of Section 9.11 shall not apply, and the suspension shall be in effect for no longer than the minimum time period necessary to ensure the security of the SaaS and the City's account. City shall bear no responsibility for any damages or losses incurred by Consultant or any End User or other person or entity resulting from a fraudulent or unlawful transaction made pursuant to this Agreement unless the City committed the fraud or unlawful conduct underlying the transaction or the same is the result of the City's negligence or willful misconduct. Conversely, Consultant shall bear no responsibility for any damages or losses incurred by City or any End User or other person or entity resulting from a fraudulent or unlawful transaction made pursuant to this Agreement unless Consultant committed the fraud or unlawful conduct underlying the transaction or the same is the result of the Consultant's negligence or willful misconduct."

XXVIII. Section 7.3, Retention of Funds, is hereby deleted in its entirety and replaced with the following:

"7.3 Retention of Funds. The Parties acknowledge that payments made by End Users to register for City Events using the SaaS pursuant to this Agreement will be initially received by Consultant as a merchant of record. Consultant shall convey all such Event registation fees, once received, to City's Finance Department on a weekly or bi-weekly basis. City hereby authorizes Consultant to charge Fees in accordance with Section III of Exhibit "C" an amount exceeding the standard Event registration fees such that the Fees charged will not in any way result in deduction of Event registration revenues to be reimitted to City. By way of example only, if the standard Event registration charge is $100, any Fees charged by Consultant will result in City receivng $100 even after Fees are charged and collected for any given transaction. Summary-level Fee reports shall be generated with each remittance cycle; the calculation and detailed support for all fees collected from End Users and fees disbursed by Consultant to City shall be available to the City as reports as set forth in Section II of Exhibit "A." In the event of a dispute, the Parties hereby agree to meet and confer in good faith to attempt to resolve the dispute without the need for formal legal action, and in the

event such dispute is so resolved, the amounts previously withheld pursuant to the dispute shall be released on the next scheduled weekly or bi-weekly remittance date following resolution of the dispute. Except as otherwise stated in this section, Consultant's obligation to remit Event registration revenues or other monies due to the City shall be absolute and unconditional."

XXIX. Section 7.7, Termination Prior to Expiration of Term, is hereby amended to read in its entirety as follows:

"7.7 Termination Prior to Expiration of Term. This Section shall govern any termination of this ~~Contract~~ ***Agreement*** 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)~~ ***sixty (60)*** days' written notice to Consultant~~, except that where~~ ***and payment to Consultant of an early*** termination ~~is due to~~ ***fee in*** the ~~fault of the Consultant, the period~~ ***amount*** of ~~notice may be such shorter time as may be determined by the Contract Officer.~~ ***$20,000.*** 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~~ ***plan to*** cease all services hereunder ~~except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the~~ ***at the end of such sixty (60) day notice period.*** 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.~~"

XXX. Section 7.8, Termination for Default of Consultant, is hereby deleted in its entirety and replaced with the following:

"7.8 Termination for Default. Either party may terminate this Agreement, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement, or fails to cure a Default pursuant to Section 7.2 or provide and comply with a mutually agreed-upon written plan to cure such Default; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an

assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Following termination of this Agreement, if requested by Consultant, City will certify that it has returned or destroyed all copies of the applicable Protected Materials, and acknowledges that its rights to use the same are relinquished, except to the extent any such materials were required to be produced pursuant to the California Public Records Act (in which case copies may be retained as necessary to comply with applicable record retention obligations), or are the subject of a dispute or litigation between the Parties pursuant to this Agreement. Termination for any reason will not excuse City's obligation to pay in full any and all amounts due for services rendered prior to the effective date of termination, nor will termination by Consultant result in a refund of fees paid."

XXXI. Section 9.1, Notices, is hereby amended to read in its entirety 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)~~ ***attention of the Legal Department*** 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***, the next day if sent via overnight mail,*** or in seventy-two (72) hours from the time of mailing if mailed ~~as provided in this Section~~ ***certified or registered***."

XXXII. Section 9.2, Interpretation, is hereby amended to read in its entirety as follows:

"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. ***Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days.***"

XXXIII. Section 9.3, Counterparts, is hereby amended to read in its entirety as follows:

"9.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an ***enforceable*** original, and such counterparts shall constitute one and the same instrument. ***The parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.***"

XXXIV. Section 9.4, Integration; Amendment, is hereby amended to read in its entirety as follows:

"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. ***All pre-printed terms of any City or Consultant purchase order, schedule, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.***"

XXXV. A new Section 9.8, Reservation of Rights, is hereby added to the Agreement, to read in its entirety as follows:

"9.8 Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Consultant. City acknowledges that: (a) all Protected Materials are licensed and not sold; (b) City acquires only the right to use the Products in accordance with this Agreement, and Consultant and/or its licensors will retain sole and exclusive ownership of all rights, title, and interests in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Consultant and/or its licensors."

XXXVI. A new Section 9.9, Restrictions, is hereby added to the Agreement, to read in its entirety as follows:

"9.9 Restrictions. City will not: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for

competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Consultant's prior written consent, and except as required by applicable law, including the California Public Records Act: (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Consultant; (h) without Consultant's prior written consent, and except as required by applicable law, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein or as required applicable by law; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Consultant in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes."

XXXVII. A new Section 9.10, Enforcement, is hereby added to the Agreement, to read in its entirety as follows:

"9.10 Enforcement. City will: (a) ensure that City's use (including any City contractors or anyone under control of City) of Products complies with the terms and conditions of this Agreement; (b) promptly notify Consultant of any actual or suspected violation thereof by a City official, agent, or employee; and (c) reasonably cooperate with Consultant with respect to any investigation and enforcement of any suspected use of the Products in violation of this Agreement."

XXXVIII. A new Section 9.11, Suspension, is hereby added to the Agreement, to read in its entirety as follows:

"9.11 Suspension. In accordance with this Section, Consultant may suspend its performance of services hereunder, including suspending remittance of payments and temporarily deactivating City's SaaS account, for a reasonable period of time, not to exceed thirty (30) days, in the event Consultant reasonably believes that City's use of the Services or SaaS is fraudulent or otherwise not in compliance with applicable law or this Agreement, or in the event Consultant reasonably and in good faith disputes the legal authority of City or any of its officers, agents, or employees to perform hereunder. Consultant shall provide 10 business days'

written notice to City prior to effectuating any suspension, which notice shall describe the issue giving rise to the alleged basis for suspension in sufficient detail to enable the City to cure the issue, and the City shall have the opportunity to do so during the notice period. No suspension shall be effectuated if City cures the issue to the reasonable satisfaction of Consultant prior to expiration of the notice period. In the event a suspension is effectuated, and the nature of the suspension results in non-accrual of Fees during the suspension period, Consultant shall not be entitled to, and City shall not be liable for, any Fees that would otherwise have been generated or to which Consultant would have become entitled during such period had the suspension not been in effect."

XXXIX. A new Section 9.12, Export; Anti-Bribery, is hereby added to the Agreement, to read in its entirety as follows:

"9.12 Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. City may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Products in violation of Export Laws, as determined by the laws of the State of California and Federal Law. City hereby represents and warrants that: (i) City is eligible to access the Products under Export Laws and all other applicable laws; and (ii) City will use or access the Products in accordance with Export Laws and all other applicable laws."

XL. A new Section 9.13, Relationship, is hereby added to the Agreement, to read in its entirety as follows:

"9.13 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor."

XLI. A new Section 9.14, License to Intellectual Property/Promotion, is hereby added to the Agreement, to read in its entirety as follows:

"9.14 License to Intellectual Property/Promotion. Consultant hereby grants to City a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement: (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with City's Event(s) solely in accordance with this Agreement; and (b) to display, reproduce, distribute, and transmit in digital form Consultant's name and logo solely for the purposes set forth in this Section.

City hereby grants to Consultant a limited license to use information provided by City relating to City's organization and Events, which may include content regarding the Events, City's name, trademarks, service marks, and logo,

seal, or insignia, in connection with the promotion of City's organization or Events or the Services that Consultant provides, provided that Consultant's use of or access to any such materials shall be subject to prior written approval of the Contract Officer on a case-by-case basis.

City will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which City does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Services and SaaS except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications."

XLII. A new Section 9.15, Information Collection; Account Access, is hereby added to the Agreement, to read in its entirety as follows:

"9.15 Information Collection; Account Access.

(a) Information Collection & Access. Consultant collects Participant Information from End Users. Consultant represents and warrants that such collection does not violate the legal rights to privacy of the individuals whose information is collected, and agrees to defend, indemnify and hold harmless the City for claims or liabilities relating to violation of privacy rights in connection with collection of Participant Information, which agreement shall survive termination of this Agreement.

(b) Account Access Notice; Covenant Not to Sue. The Contract Officer will immediately disable a user's access who is using the SaaS on the City's behalf or notify Consultant in writing if any such user is no longer authorized or is using such information without City's consent. Consultant may rely, without independent verification, on such notice, and City covenants not to sue Consultant for any claims arising from Consultant providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by the Contract Officer.

(c) Account Ownership Disputes. In the event of any dispute between two or more parties as to end user account ownership, City agrees that Consultant

will be the sole arbiter of such dispute in its reasonable discretion and that Consultant's decision (which may include termination or suspension of any end user account subject to dispute) will be final and binding on all parties. Restrictions. City agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the California Consumer Privacy Act, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Consultant, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

(d) Use of Information Collected. Both parties agree to use the collected information in compliance with: (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Consultant's privacy policy, as published on its website or otherwise provided by Consultant from time to time. City will immediately disable a user's access who is using the SaaS on its behalf or notify Consultant in writing if any such user is no longer authorized or is using such information without City's consent. Consultant may rely, without independent verification, on such notice, and City, inclusive of City's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Consultant from any claims arising from Consultant providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by City or by someone who Consultant reasonably, under the circumstances, believes is authorized to act on behalf of City. In the event of any dispute between two or more parties as to account ownership, City agrees that Consultant will be the sole arbiter of such dispute in its sole discretion and that Consultant's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties."

XLIII. A new Section 9.16, Existing Agreements; Account Access, is hereby added to the Agreement, to read in its entirety as follows:

"9.16 Existing Agreements. Nothing in this Agreement shall be construed to affect or interfere with any right or obligation of City or any other party under any City contract that is in effect as of the effective date hereof, including (without limitation) with respect to requiring use of Consultant's services in lieu of any City or third party event registration services provided for under such agreements."

XLIV. A new Section 9.17, Third Party Recipients; Account Access, is hereby added to the Agreement, to read in its entirety as follows:

"9.17 Third Party Recipients. City warrants that there will be no Third Party Recipients under this Agreement, provided Consultant complies with this section. Although the Parties acknowledge that City may use the SaaS for the benefit of a third party event, the Parties agree that under such circumstances, Consultant shall remit the event proceeds to City, and City shall subsequently be responsible for remitting such proceeds to the third party host, net of any monies (e.g., license/facility use fees) due to the City from such third party host."

XLV. A new Article 10, Definitions, is hereby added to the Agreement, to read in its entirety as follows:

"ARTICLE 10. DEFINITIONS.

10.1 "**Agreement**" means this Agreement, inclusive of all exhibits attached hereto and incorporated herein by reference, as defined in the preamble.

10.2 "**City**" means the City of Carson, as defined in the preamble.

10.3 "**Consultant**" means Active Network, LLC, with a principal place of business at 717 N. Harwood St., Suite 2500, Dallas, TX, 75201, as defined in the preamble.

10.4 "**Desktop Software**" means each Consultant-developed and/or Consultant-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by City, the Documentation for such product, and any Updates and Upgrades thereto.

10.5 "**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Consultant, regarding the use of the applicable Software or Services, as updated by Consultant from time to time.

10.6 "**Effective Date**" means the date set forth in the Preamble.

10.7 "**End Users**" means third party users who register for, sign up, or otherwise use the SaaS in connection with the Events, including reigstration therefor.

10.8 "**Events**" or "**City Events**" means City programs, facilities, events or memberships which are made available (for a cost or fee) to the public or City residents for reservation, registration or participation.

10.9 "**Export Laws**" means federal (U.S.) export control laws and regulations applicable to use, provision or access of the Products.

10.10 "**Hardware**" means computer hardware, equipment, and/or utilities supplied by Consultant pursuant to this Agreement.

10.11 "**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized by federal law, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Consultant has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

10.12 "**Maintenance Services**" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Exhibit to this Agreement.

10.13 "**Participant Information**" means information collected by Consultant from End Users pursuant to End Users' use of the SaaS. "Participant Information" does not include any information in the possession, custody or control of City, to the extent such information is obtained and held independently from City's use of the SaaS pursuant to this Agreement. Participant Information also includes any information input into the SaaS whether or not it was obtained previously or independently from the City's use of SaaS.

10.14 "**Products**" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Consultant to City under the terms of this Agreement.

10.15 "**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

10.16 "**Protected Materials**" means Products, except for Hardware.

10.17 "**SaaS**" means: (a) the software as a service which is hosted by Consultant or its hosting providers and which is accessed by City and its users via the internet; (b) Consultant's web sites; and (c) associated services, as more fully described in the Agreement. SaaS functionality is subject to change from time to time at Consultant's sole discretion.

10.18 "**Services**" means, collectively: (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in Exhibit "A." "Services" also includes the provision of Products.

10.19 "**Software**" means the SaaS and the Desktop Software, collectively.

10.20 "**Support Services**" means the provision of technical assistance for Software or Hardware as further described in the Agreement and/or Exhibit "A."

10.21 "**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Consultant's net income."Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

10.22 "**Third Party Recipient**" means a third party that hosts an event for the benefit of which the City uses the SaaS, and which results in an obligation of Consultant to remit payment of proceeds from the event directly to the third party host.

10.23 "**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

10.24 "**Upgrades**" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Consultant generally charges a separate fee."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

TASK	UNIT PRICE	QUANTITY	SUB-BUDGET
1.	$290.00	21	$6,090.00*
2.	$597.50	4	$2,390.00*
3.	$245.30	11	$2,698.30*
4.	$453.00	10	$4,530.00*
5.	$42,300.00	1	$133,350.00**
6.	$2,400.00	1	$7,200.00***
7.	$7,000.00	1	$21,000.00***
8.	$51,450.00	1	$51,450.00*
9.	$1,400.00	1	$1,400.00*
10.	$1,400.00	1	$1,400.00*
11.	$1,400.00	1	$1,400.00*
SUBTOTAL:			**$232,908.30**
SALES TAXES:			**$9,165.91**
ADJUSTED TOTAL:			**$242,074.21**
CONTINGENCIES (INCLUDES $3,000 DATA EXPORT CHARGE AT END OF CONTRACT):			**$7,925.79**
FINAL TOTAL:			**$250,000.00**

.*Amount reflects one-time cost during Year 1. No futher costs to be incurred by City for duration of Contract Term or any extended periods exercised by City under Section 3.4.

**The cost listed is the total cost to City during the Term. The annual cost to City is as follows: $42,300.00 for Year 1, $44,415.00 for Year 2, and $46,635 for Year 3. The costs for Years 2 and 3 reflect cost of living increases. Additionally, for each year of any extended period of the Term, the cost is subject to a 0-5% cost of living increase, as determined by Consultant in its reasonable discretion.

***Amount reflects total cost to City during the Term. The annual cost is the amount listed divided by 3.

The Contract Sum is broken down by years as follows:

Year 1 - $127,006.34 plus $2,993.66 for contingies = $130,000.

Year 2 - $56,371.21 plus $3,628.79 for contingencies = $60,000.00.

Year 3 - $58,696.66 plus $1,303.34 for contingies = $60,000.00.

III. **Within the budgeted amounts in tasks 1-11 of Section I.I of this Exhibit, and with the approval of the Contract Officer, funds may be shifted from one task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

IV. **During the Term of this Agreement, as consideration for the Services, Consultant shall be entitled to charge the following fees in connection with all transactions whereby members of the community pay for City Events using ACTIVE Net as provided pursuant to this Agreement (the "Fees"):**

	FEE	FEE RATE
A	Credit Card Processing Percentage Rate	3.00%
	(i.e., for every credit card transaction)	
	OR	
B	Online Transaction Rate	3.00%
	(i.e., for every online transaction - convenience fee)	
C	Additional Processing Fee	0.50%
	(i.e., staff facing electronic check payment)	

The Fee will either be 3% under Section III.A or a maximum of 3.5% under Sections III.B and III.C above.

In no event shall City be charged for any Fees.

50% of the total Professional Services fees will be billed at Service initiation and the remainder of the Professional Services fees will be billed upon completion of services. Both will be payable in accordance with Section 2.5.

Notwithstanding the foregoing, the total amount of Fees shall not exceed $250,000for the initial term of this Agreement. In the event City excercises any of its options to extend the term of this Agreement as set forth in Section 3.4, (i) the total amount of Fees for each year of any extension period shall not exceed 5% more than the Fees in effect for the immediately prior year, whch amount is to be negotiated by the parties prior to any extension exercised pursuant to Section 3.4; and (ii) the parties shall negotiate the transaction Fee for each year of any extension period, it

being understood that the Fees shall not exceed those set forth in Section III of this Exhibit.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

	Days to Perform	Deadline Date
Tasks 1-4:	60 days	60 days from Notice to Proceed
Tasks 5-7:	N/A	N/A
	(provided on an ongoing basis, throughout term of Agreement)	
Tasks 8-11:	See below	See below

Initiation	Project Launch	Remote
Week 1	Business Process Review	Remote
Week 3	Module 1-3 Review & Data Collection Preparation	Remote
Week 5	Module 4-7 Review & Data Collection Preparation	Remote
Week 7	Module ALL Data Sheet Review	Remote
Week 9	Module 1 & 2 User Testing	Remote
Week 11	Module 3 & 4 User Testing	Remote
Week 13	Module 5-7 User Testing	Remote
Week 15	Module ALL User Testing	Remote
Week 17	Training Plan Development	Remote
Week 19	LMS Core Training	N/A
Week 21	Supplemental Training	Remote
Week 23 & 25	Go Live Prep	Remote
Post Go Live	System Optimization Training	Remote

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

See Scope of Services.

III. **The "Go Live" Date is contingent upon the Parties timely fulfilling their obligations under this Agreement as necessary to facilitate Consultant's efforts to "go live" by the agreed-upon deadline. If either Party fails to timely fulfill its obligations, the specified deadline shall be re-discussed and extended by a mutually agreeable time period reflecting the minimum time period reasonably necessary to account for the delay. Notwithstanding the foregoing or any other provision of this Agreement, Consultant's failure to timely satisfy any obligation in accordance with the applicable deadline or timeframe established pursuant to Section I.A within 15 calendar days of such deadline, unless an extension is approved in advance by the Contract Officer, shall constitute a non-remediable material breach by Consultant entitling City to (without limitation) terminate this Agreement in accordance with Section 7.8.**

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

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and ACTIVE NETWORK, LLC, a Delaware limited liability company ("Consultant"), is effective as of the **16th** day of **March**, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated March 16, 2021 ("Agreement"), whereby Consultant agreed to provide the City with certain recreation management software-related services for an initial three-year term for a not-to-exceed Contract Sum of $250,000, with City options to extend the term for up to three two-year extension periods.

B. The services consisted of 11 tasks as identified in Section I.I of Exhibit "A" ("Scope of Services") of the Agreement. Tasks 1 through 4 and 8 through 11, inclusive, were hardware and/or professional services that were provided only in Year 1 of the Agreement term and are not continuing services. Tasks 5 through 7 are software and license services and include (i) Task 5 - an Annual Subscription to Consultant's "ACTIVE Net" Software-as-a-Service (Saas) (including support, unlimited licenses, access to solution, hosting costs, upgrades, database backups, etc.), (ii) Task 6 - ACTIVENet Connect, and (iii) Task 7 - ACTIVENet Captivate. These are continuing services which have been/are being provided throughout the three-year initial term and which City desires to continue by this Amendment.

C. City and Consultant now desire to amend the Agreement by this Amendment to exercise City's first option to extend the Agreement term for a two-year extension period in order to continue the services referred to as Tasks 5 through 7 in exchange for annual compensation in the amount of $46,635 for Task 5, $2,400 for Task 6, and $7,000 for Task 7 for each year of the two-year extension period, thereby resulting in a total increase in compensation of $112,070 plus $1,735.82 in sales taxes for the two-year extension period. With the inclusion of contingencies in the amount of $3,097.09 for each year of the two-year extension period, the not-to-exceed Contract Sum shall increase by $120,000, from $250,000 to $370,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 2.1, "Contract Sum," is amended as follows:

"2.1 Contract Sum. Payment terms are specified in the Schedule of Compensation (Exhibit "C"). Unless otherwise specified in the Schedule of Compensation, all amounts owed by City are due from City within 30 days from the date of the applicable invoice. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified

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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 SEVENTY THOUSAND DOLLARS ($370,000)*** ~~TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000)~~ for the ***five-year*** ~~initial~~ term of this Agreement, in accordance with the following: (1) ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000) for the first year of the Term, (2) SIXTY THOUSAND DOLLARS ($60,000) for the second year of the Term, ***(3)*** ~~and~~ SIXTY THOUSAND DOLLARS ($60,000) for the third year of the Term***, (4) SIXTY THOUSAND DOLLARS ($60,000) for the fourth year of the Term, and (5) SIXTY THOUSAND DOLLARS ($60,000) for the fifth year of the Term*** (collectively, the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises any or all of its ***two*** ~~three~~ options to extend the term of this Agreement as set forth in Section 3.4, the compensation for the first year of the first option period shall not exceed five percent (5%) more than $60,000, and the compensation for each successive year thereafter for any option period shall increase by no more than five percent (5%) of the amount applicable for the immediately preceding year. Any annual increase in compensation during any option period shall be determined by Consultant in accordance with any reasonable cost of living adjustments.

Unless otherwise set forth in the Schedule of Compensation, Consultant will charge Fees to individuals who register for the Events or purchase goods or services online, and will process and collect such Fees as a merchant of record according to the card networks. On a bi-weekly basis, Consultant will pay City sums due to City based on the total Event registration revenues collected, net of any deductions provided herein. The applicable currency will be U.S. Dollars. In no event shall City pay nor be responsible for payment of any Fees."

B. Section 3.4, "Term," is amended as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for ***five (5)*** ~~three (3)~~ years from the effective date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). At City's option, and upon execution of a written agreement between the Parties, the foregoing Term may be extended for up to ***two (2)*** ~~three (3)~~ two-year extension periods for each extension."

C. Section I of Exhibit "C" ("Schedule of Compensation") is amended as follows:

"**Consultant shall perform the following tasks at the following rates:**

TASK	UNIT PRICE	QUANTITY	SUB-BUDGET
1.	$290.00	21	$6,090.00*
2.	$597.50	4	$2,390.00*
3.	$245.30	11	$2,698.30*
4.	$453.00	10	$4,530.00*
5.	$42,300.00	1	~~$133,350.00~~ ***$226,620****
6.	$2,400.00	1	~~$7,200.00~~ ***$12,000*****
7.	$7,000.00	1	~~$21,000.00~~ ***$35,000*****
8.	$51,450.00	1	$51,450.00*
9.	$1,400.00	1	$1,400.00*
10.	$1,400.00	1	$1,400.00*
11.	$1,400.00	1	$1,400.00*
SUBTOTAL:			~~**$232,908.30**~~ ***$344,978.30***
SALES TAXES:			~~**$9,165.91**~~ ***$10,901.73***
ADJUSTED TOTAL:			~~**$242,074.21**~~ ***$355,880.03***
CONTINGENCIES (INCLUDES $3,000 DATA EXPORT CHARGE AT END OF CONTRACT):			~~**$7,925.79**~~ ***$14,119.97***
FINAL TOTAL:			~~**$250,000.00**~~ ***$370,000***

.*Amount reflects one-time cost during Year 1. No further costs to be incurred by City for duration of Contract Term or any extended periods exercised by City under Section 3.4.

The cost listed is the total cost to City during the Term. The annual cost to City is as follows: $42,300.00 for Year 1, $44,415.00 for Year 2, ~~and~~ $46,635 for Year 3, *$46,635 for Year 4, and $46,635 for Year 5***. The costs for Years 2 and 3 reflect cost of living increases. Additionally, for each year of any extended period of the Term, the cost is subject to a 0-5% cost of living increase, as determined by Consultant in its reasonable discretion.

Amount reflects total cost to City during the Term. The annual cost is the amount listed divided by ***5 ~~3~~.

The Contract Sum is broken down by years as follows:

Year 1 - $127,006.34 plus $2,993.66 for contingencies = $130,000.

Year 2 - $56,371.21 plus $3,628.79 for contingencies = $60,000.00.

Year 3 - $58,696.66 plus $1,303.34 for contingencies = $60,000.00.

Year 4 - $56,902.91 plus $3,097.09 for contingencies = $60,000.00.

Year 5 - $56,902.91 plus $3,097.09 for contingencies = $60,000.00."

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: Signed by: Kevin Farmer 12719FB5A10E45D...
Name: Kevin Farmer
Title: VP of Sales

By: DocuSigned by: David L. Green B858729A465E487...
Name: David L. Green
Title: Corporate Secretary
Address: 5850 Granite Pkwy., Suite 1200
Plano, TX 75024

CN

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: Signed by: Kevin Farmer 12719FD5A10E45D...
Name: Kevin Farmer
Title: VP of Sales

By: DocuSigned by: David L. Green B858729A465E467...
Name: David L. Green
Title: Corporate Secretary
Address: 5850 Granite Pkwy., Suite 1200
Plano, TX 75024

CN

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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 ACTIVE NETWORK, LLC, a Delaware limited liability company ("Consultant") is effective retroactive to the 16th day of March, 2026. 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 March 16, 2021 ("Agreement"), whereby Consultant agreed to provide the City with certain recreation management software-related services for an initial three-year term for a not-to-exceed Contract Sum of $250,000.00, with City options to extend the term for up to three two-year extension periods.

B. The services consisted of 11 tasks as identified in Section I.I of Exhibit "A" ("Scope of Services") of the Agreement. Tasks 1 through 4 and 8 through 11, inclusive, were hardware and/or professional services that were provided only in Year 1 of the Agreement term and are not continuing services. Tasks 5 through 7 are software and license services and include (i) Task 5 - an Annual Subscription to Consultant's "ACTIVE Net" Software-as-a-Service (SaaS) (including support, unlimited licenses, access to solution, hosting costs, upgrades, database backups, etc.), (ii) Task 6 - ACTIVENet Connect, and (iii) Task 7 - ACTIVENet Captivate. These are continuing services which were/are provided on an ongoing basis throughout the term and which City desires to continue by this Amendment.

C. City and Consultant entered into an amendment to the Agreement dated March 16, 2024 ("Amendment No. 1"), whereby the City exercised its first option to extend the Agreement term for a two-year extension period in order to continue the services referred to as Tasks 5 through 7 in exchange for annual compensation in the amount of $46,635.00 for Task 5, $2,400.00 for Task 6, and $7,000.00 for Task 7 for each year of the two-year extension period, thereby resulting in a total increase in compensation of $112,070.00 plus $1,735.82 in sales taxes for the two-year extension period. With the inclusion of contingencies in the amount of $3,097.09 for each year of the two-year extension period, the not-to-exceed Contract Sum was increased by $120,000.00, from $250,000.00 to $370,000.00.

D. City and Consultant now desire to further amend the Agreement by this Amendment to exercise City's second option to extend the Agreement term for a two-year extension period in order to continue the services referred to as Tasks 5 through 7 in exchange for compensation in the amount of $51,415.08 for Task 5, $2,400.00 for Task 6, and $7,000.00 for Task 7 for the first year of the two-year extension period, and compensation in the amount of $54,455.84 for Task 5, $2,400.00 for Task 6, and $7,000.00 for Task 7 for the second year of the two-year extension period, thereby resulting in a total increase in compensation of $124,670.92 for the two-year extension period. Therefore, the not-to-exceed Contract Sum shall increase by $124,670.92, from $370,000.00 to $494,670.92.

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. Payment terms are specified in the Schedule of Compensation (Exhibit "C"). Unless otherwise specified in the Schedule of Compensation, all amounts owed by City are due from City within 30 days from the date of the applicable invoice. 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 Ninety-Four Thousand Six Hundred Seventy Dollars And Ninety-Two Cents ($494,670.92)*** ~~THREE HUNDRED SEVENTY THOUSAND DOLLARS ($370,000.00~~) for the ~~five~~ ***seven***-year term of this Agreement, in accordance with the following: (1) ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00) for the first year of the Term, (2) SIXTY THOUSAND DOLLARS ($60,000.00) for the second year of the Term, (3) SIXTY THOUSAND DOLLARS ($60,000.00) for the third year of the Term, (4) SIXTY THOUSAND DOLLARS ($60,000.00) for the fourth year of the Term, ~~and~~ (5) SIXTY THOUSAND DOLLARS ($60,000.00) for the fifth year of the Term***, (6) $60,815.08 for the sixth year of the Term, and (7) $63,855.84 for the seventh year of the Term*** (collectively, the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises ~~any or all of~~ its ~~two~~ ***one*** option~~s~~ to extend the term of this Agreement as set forth in Section 3.4, the compensation for the first year of the ~~first~~ option period shall not exceed five percent (5%) more than ***$63,855.84*** ~~$60,000.00~~, and the compensation for ***the second year of the option period*** ~~each successive~~ year ~~thereafter for any option period~~ shall increase by no more than five percent (5%) of the amount applicable for the immediately preceding year. Any annual increase in compensation during any option period shall be determined by Consultant in accordance with any reasonable cost of living adjustments.
>
> Unless otherwise set forth in the Schedule of Compensation, Consultant will charge Fees to individuals who register for the Events or purchase goods or

services online, and will process and collect such Fees as a merchant of record according to the card networks. On a bi-weekly basis, Consultant will pay City sums due to City based on the total Event registration revenues collected, net of any deductions provided herein. The applicable currency will be U.S. Dollars. In no event shall City pay nor be responsible for payment of any Fees."

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 for ~~five (5)~~ ***seven (7)*** years from the effective date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). At City's option, and upon execution of a written agreement between the Parties, the foregoing Term may be extended for up to ~~two (2)~~ ***one (1)*** two-year extension period~~s for each extension~~."

C. Section I of Exhibit "C" (Schedule of Compensation") of the Agreement is hereby amended to read in its entirety as follows:

"**Consultant shall perform the following tasks at the following rates:**

TASK	UNIT PRICE	QUANTITY	SUB-BUDGET
1.	$290.00	21	$6,090.00*
2.	$597.50	4	$2,390.00*
3.	$245.30	11	$2,698.30*
4.	$453.00	10	$4,530.00*
5.	$42,300.00	1	~~$226,620.00~~ ***$332,490.92****
6.	$2,400.00	1	~~$12,000~~ ***$16,800.00*****
7.	$7,000.00	1	~~$35,000~~ ***$49,000.00*****
8.	$51,450.00	1	$51,450.00*
9.	$1,400.00	1	$1,400.00*
10.	$1,400.00	1	$1,400.00*
11.	$1,400.00	1	$1,400.00*
SUBTOTAL:			~~$344,978.30~~ ***$469,649.22***
SALES TAXES:			$10,901.73
ADJUSTED TOTAL:			~~$355,880.03~~ ***$480,550.95***

CONTINGENCIES (INCLUDES $3,000 DATA EXPORT CHARGE AT END OF CONTRACT):	$14,119.97
FINAL TOTAL:	~~$370,000~~ ***$494,670.92***

*Amount reflects one-time cost during Year 1. No further costs to be incurred by City for duration of Contract Term or any extended periods exercised by City under Section 3.4.

The cost listed is the total cost to City during the Term. The annual cost to City is as follows: $42,300.00 for Year 1, $44,415.00 for Year 2, $46,635.00 for Year 3, $46,635.00 for Year 4, ~~and~~ $46,635.00 for Year 5, *$51,415.08 for Year 6, and $54,455.84 for Year 7***. The costs for Years 2, ~~and~~ 3, ***6 and 7*** reflect cost of living increases. Additionally, for each year of any extended period of the Term, the cost is subject to a 0-5% cost of living increase, as determined by Consultant in its reasonable discretion.

Amount reflects total cost to City during the Term. The annual cost is the amount listed divided by ***7 ~~5~~.

The Contract Sum is broken down by years as follows:

Year 1 - $127,006.34 plus $2,993.66 for contingencies = $130,000.00

Year 2 - $56,371.21 plus $3,628.79 for contingencies = $60,000.00

Year 3 - $58,696.66 plus $1,303.34 for contingencies = $60,000.00

Year 4 - $56,902.91 plus $3,097.09 for contingencies = $60,000.00

Year 5 - $56,902.91 plus $3,097.09 for contingencies = $60,000.00

Year 6 - $60,815.08 plus $0 for contingencies = $60,815.08

Year 7 - $63,855.84 plus $0 for contingencies = $63,855.84"

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(s) and year set forth below, with express intent that this Amendment No. 2 shall take effect as of the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____, 2026

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks]

CONSULTANT:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

Date: _____, 2026

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed

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Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER ACCEPTING A GRANT FROM THE LOS ANGELES DODGERS FOUNDATION IN THE AMOUNT OF $33,072 TO SUPPORT THE CITY'S SUMMER YOUTH BASEBALL AND SOFTBALL PROGRAMS; ADOPTING RESOLUTION NO. 26-031 TO AMEND THE FISCAL YEAR 2025-2026 OPERATING BUDGET IN BOTH THE GENERAL FUND AND SPECIAL REVENUE FUNDS; AND APPROVING THE ASSOCIATED GRANT AGREEMENT (CITY COUNCIL)

I. SUMMARY

On March 16, 2026, the City was notified that it has been selected to receive a 2026 Dodgers Dreamteam grant from the Los Angeles Dodgers Foundation. This grant provides a total of $33,072 to support a summer youth baseball and softball program serving 504 participants across seven City parks: Calas Park, Carson Park, Dolphin Park, Dominguez Park, Foisia Park, Hemingway Park, and Veterans Park. Of this amount, $9,072 will help cover basic program costs such as maintaining the playing fields (for example, preparing and lining fields so they are safe and playable) and paying umpires (the officials who oversee games). The remaining $24,000 will fund a Dodgers Dreamteam Coordinator, who will be responsible for organizing the program, supporting coaches, and ensuring the program runs smoothly throughout the season.

In addition to the funding, the City will receive a variety of "in-kind" contributions, meaning goods and services provided at no cost. These include player uniforms, sports equipment, promotional materials such as flyers and banners at each park, and access to educational and health-related resources for participants and families. The program also includes coach mentors (referred to as "Field Champions"), training for coaches, and small incentives or giveaways for participants. The City will be required to use LeagueApps, an online registration system that helps families sign up and manage participation. Participants will also have opportunities to attend special events during the season. As part of the grant requirements, the City may charge no more than $15 per participant, helping keep the program affordable for families.

To move forward with this program, the City Council is being asked to take three actions: (1) formally accept the 2026 Dodgers Dreamteam grant, (2) adopt Resolution No. 26-031, which officially assigns and authorizes the use of the grant funding as outlined in Exhibit No. 2, and (3) approve the grant agreement with the Los Angeles Dodgers Foundation, included as Exhibit No. 3. These actions will allow the City to implement the program and begin serving youth participants this summer.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT the 2026 Dodgers Dreamteam grant from the Los Angeles Dodgers Foundation, which provides $33,072 in funding, along with additional goods and services (such as uniforms, equipment, and program support), to help operate the City of Carson's Summer Youth Baseball and Softball Leagues;
2. WAIVE further reading and ADOPT Resolution No. 26-031, titled "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-2026 OPERATING BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO FORMALLY ACCEPT A 2026 DODGERS DREAMTEAM GRANT," which formally updates the City's budget to include and properly allocate the grant funds;
3. APPROVE the Grant Agreement (Exhibit No. 3), which outlines the terms, conditions, and responsibilities associated with receiving and using the grant funds; and,
4. AUTHORIZE the Mayor to sign and execute the Grant Agreement on behalf of the City, after it has been reviewed and approved as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The Los Angeles Dodgers Foundation (LADF) is the official charitable organization of the Los Angeles Dodgers. One of its primary programs is Dodgers Dreamteam, which is part of a larger national initiative called Nike RBI (Reviving Baseball in Inner Cities). Dodgers Dreamteam is a youth development program that uses baseball and softball as a way to support young people both on and off the field. The program is designed to bring sports opportunities to communities that may not otherwise have access, while also providing important support in areas such as education, health, and personal development. Through participation, youth not only learn the fundamentals of the game, but also build confidence, teamwork skills, and positive relationships with peers and adult mentors. The program also connects families with additional services and resources to help meet basic needs and promote healthier life outcomes.

The Dodgers Dreamteam program is built around several key goals. These include providing an inclusive and low-cost sports program that removes financial barriers for participation; offering services and resources that support education, health, and basic needs; and training parents and coaches to create a positive environment that supports youth development, including social and emotional learning. The program also focuses on increasing participation among groups that have historically had less access to organized sports, including Black youth, girls, and teenagers. In addition, the program works to strengthen partnerships with local agencies and share best practices so that communities can continue to improve and expand youth programming over time.

On March 16, 2026, the City was notified that it has been awarded a Dodgers Dreamteam grant in the amount of $33,072. These funds will support youth baseball and softball programs at seven City park locations. The grant will help cover basic program costs, including maintaining the playing fields and paying umpires who oversee the games, as well as funding a Dodgers Dreamteam Coordinator who will manage and organize the program. In addition to funding, the City will receive "in-kind" support, meaning goods and services provided at no cost. These include uniforms, sports equipment, park banners, educational and health-related resources, and access to special events during the season. To keep the program affordable for families, the City is required to charge no more than $15 per participant.

To receive and use the grant funds, the City must approve the Grant Agreement provided by LADF, which is included as Exhibit No. 3. This agreement outlines the responsibilities of both the City and LADF. For example, the City is required to take responsibility for its own actions related to the program. This includes defending and covering LADF from any claims, damages, or legal issues that may arise from how the City operates the program or uses the grant funds. The agreement also states that LADF's financial responsibility is limited to the grant amount itself, meaning LADF is not responsible for any additional costs the City may incur beyond the grant funding.

The agreement further includes a dispute resolution process, which means that if a disagreement arises between the City and LADF, it will be resolved through binding arbitration. Binding arbitration is a process where a neutral third party reviews the issue and makes a final decision, instead of going through the court system. Additionally, the City must obtain written approval from LADF before publicly recognizing or promoting the grant. The City is also required to follow all program guidelines outlined in the agreement, including using a specific online registration system provided by LADF. This system will be used to register participants and ensure that all required waivers (legal permission forms signed by participants and/or their guardians) are properly completed for both players and coaches.

To move forward with this program, the City Council is being asked to take three actions. First, the Council will formally accept the grant, which allows the City to receive and use the funding provided by the Los Angeles Dodgers Foundation. Second, the Council will adopt Resolution No. 26-031, which officially authorizes how the grant funds will be used and ensures they are properly allocated for the program. Third, the Council will approve the Grant Agreement, which outlines the terms and conditions the City must follow in order to participate in the program and receive the funding. Together, these actions will allow the City to implement the Dodgers Dreamteam program and begin providing services to youth in the community.

V. FISCAL IMPACT

If the City Council approves staff's recommendation, the grant funds in the amount of $33,072 will be deposited into and recorded under Account No. 230-99-999-999-4513. This account is used by the City to track and manage these specific funds, ensuring they are used only for the Dodgers Dreamteam program and in accordance with the grant requirements.

VI. EXHIBITS

1. Dodgers Dreamteam Flyer
2. Resolution No. 26-031 - Dodgers Dreamteam
3. 2026 - City of Carson LADF Award Letter/Grant Agreement

Attachments

1. Dodgers Dreamteam Flyer
2. Resolution No 26-031_Dodgers Dreamteam.pdf
3. 2026 - City of Carson LADF Award Letter/Grant Agreement

Dodgers DREAMTEAM

IT'S TIME FOR DODGERS DREAMTEAM!

OPEN TO YOUTH AGES 5–18

BASEBALL AND SOFTBALL DIVISIONS, START DATES, AND FEES VARY BY LOCATION

REGISTRATION INCLUDES:

- Scholarship Opportunities
- College & Career Access Workshops
- Literacy Resources
- Community Resource Events
- Health & Wellness Resources
- Food & Transportation Resources
- Girls Empowerment Resources
- Coaches Trainings
- STEM Education
- Baseball & Softball Skills Development
- Uniforms & Equipment

REGISTER TODAY!

DODGERS.COM/
DODGERSDREAMTEAM

BACK-TO-BACK 24 WORLD 25 CHAMPIONS

EDUCATION | HEALTH CARE | HOMELESSNESS PREVENTION | SOCIAL JUSTICE

@dodgersfoundation @DodgersFdn /LosAngelesDodgersFoundation

#BiggerThanBaseball
#DodgersDreamteam

Dodgers DREAMTEAM

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REGISTER TODAY!

DODGERS.COM/ DODGERSDREAMTEAM

BACK-TO-BACK 24 WORLD 25 CHAMPIONS

EDUCATION | HEALTH CARE | HOMELESSNESS PREVENTION | SOCIAL JUSTICE

@dodgersfoundation @DodgersFdn /LosAngelesDodgersFoundation

#BiggerThanBaseball
#DodgersDreamteam

RESOLUTION NO. 26-031

A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS TO FORMALLY ACCEPT A 2026 DODGERS DREAMTEAM GRANT

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 25-076; and

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

WHEREAS, the City Council has determined it necessary to amend the FY 2025-26 General Fund budget and Special Revenue Funds budget to formally accept a 2026 Dodgers Dreamteam grant.

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 Fiscal Year 2025-26 budget.

Account	Description	Increase/(Decrease)
230-99-999-999-4513	Dodgers Dreamteam Grant - Revenue	$33,072
230-90-950-121-6004	Professional Services: Umpire Fees	$4,536
230-90-970-121-6009*	Materials and Supplies: Field Maintenance	$4,536

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2025-26 budget on file, and effective as of April 7, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 7th day of April, 2026.

APPROVED AS TO FROM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-031, adopted by the City of Carson City Council at its meeting held on April 7, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

March 16, 2026

Tim Grierson
Recreation Superintendent
City of Carson
18601 S Main Street
Carson, CA 90248

RE: Support for 2026 Dodgers Dreamteam program with the City of Carson

Dear Mr. Grierson,

It is my pleasure to inform you that The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation (the "Foundation" or "LADF"), has approved a grant to support the Dodgers Dreamteam program (the "Program") with the City of Carson, a government entity (the "Grantee") in the amount of thirty-three thousand and seventy-two dollars (**$33,072**) (the "Grant"). This Grant will offset field maintenance and umpire fees (**$9,072**) along with providing funding for a Dodgers Dreamteam Coordinator **($24,000).** This Grant is to support 504 youth players at 7 locations for the Grantee's program referred to as the 2026 Dodgers Dreamteam program (See Addendum 1 for approved number of players and locations). In addition to the Grant funds, Grantee will receive the in-kind contribution of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, incentives/giveaways, and required use of LeagueApps, the online registration system, and access to special events throughout the season. Grantee can charge no more than fifteen dollars ($15) per player.

This Grant is contingent upon the Grantee complying with the Dodgers Dreamteam program Requirements (Addendum 2).

NOTE: Organizations will receive 60% of the Program grant which includes the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired) no later than June 2026. Organizations will receive the remaining balance no later than December 2026.

If the Program has multiple locations with different start dates, the latest start date will be used for payment schedule.

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period	40% Disbursement Period (No Later Than)
March 2026	June 2026	December 2026
April 2026	June 2026	December 2026
May 2026	June 2026	December 2026
June 2026	June 2026	December 2026

To receive the remaining 40% of the grant funds, the following must be completed by Grantee:

a. Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
b. Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
c. Provide complete schedules for the season prior to the first day of games. Grantee is required to use the LeagueApps platform.
d. Ensure that all excess uniform sets are returned to LADF within 15 days of the Grantee's final game.
e. Complete an equipment inventory sheet within 15 days of the league's last games.
f. To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections evidenced in the LeagueApps platform 15 days after the final game. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

The Grantee is required to attend the Dodgers Dreamteam Partners Meeting at Dodger Stadium on January 21, 2026, the Dodgers Dreamteam Affiliate Partner Training January 27, 2026 or January 28, 2026, and a Partners Recap Meeting after the end of the season.

This letter is a legally binding agreement (the "Grant Agreement"). This Grant Agreement will become effective upon the Foundation's receipt of the Grant Agreement signed by an authorized representative of the Grantee. Please keep a copy of this Grant Agreement for your files.

Please read the terms and conditions of this Grant Agreement carefully. The Foundation may withhold payment to the Grantee if the Grantee fails to meet the terms and conditions of the Grant Agreement.

TERMS AND CONDITIONS

1. **Grant Funds.** The Grantee will use the Grant funds (the amount of which is determined as described above) solely for the Grantee's program purposes of the Dodgers Dreamteam Coordinator, and to offset field maintenance, and umpire fees for the 2026 Dodgers Dreamteam program which brings baseball and softball programs to youth in underserved communities (the "Project"). The Grant shall be made on the schedule as described above.

2. **In-Kind Contributions.** The Foundation will also provide certain in-kind contributions of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, incentives/giveaways, complimentary use of LeagueApps, the online registration system and access to special events throughout the 2026 season, as described herein or as agreed to by the Foundation ("In-Kind Contributions").

3. **Project.** As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written application (the "Application") to the Foundation, which Application includes a description of the Project. The Grantee acknowledges that the Grant is expressly made in reliance on the Application and a review of financial information and a final budget submitted by the Grantee. A copy of the Application and all amendments thereto are attached as Addendum 3. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Application or in any other information or document submitted to the Foundation.

4. **Use of the Grant Funds and In-Kind Contributions.** All Grant funds and the In-Kind Contributions shall be used solely to support the Project. Notwithstanding any other provision of this Grant Agreement, the Grant shall be used only for charitable or educational purposes qualifying under Internal Revenue Code ("IRC") Section 170(c)(2)(B), and neither the Grant funds nor the income therefrom may be used for purposes other than those so described.

5. **Promises of Grantee.** The Grantee promises to the Foundation that it will:

    a. Comply with the Dodgers Dreamteam Program Requirements (Addendum 2).

    b. Not use any portion of the Grant funds or the In-Kind Contributions in a manner inconsistent with IRC Section 501(c)(3), including, without limitation:

        i. Influencing the outcome of any specific election for candidates to public office, or

        ii. Inducing or encouraging violations of law or public policy or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3); and

    c. Not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation in the performance of this Grant Agreement, the expenditure of the Grant and the undertaking of the Project.

6. **Use of LeagueApps by Grantee.** LADF will provide an online registration and communication tool called LeagueApps that is mandatory for all Grantees to use. Grantee acknowledges and agrees that:

a. All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps, including, without limitation, obtaining the Foundation's waiver and release of liability as provided in Addendum 4, prior to any practice or game.

b. All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.

c. All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.

d. If the Grantee has a separate or additional waiver to which participants, parents and coaches must agree, it must be provided to LADF.

e. Grantee must set a registration opening and closing date prior to the start of registration.

f. Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard "age as of" date is first day of games).

g. Grantee must finalize numbers within 15 days of the Program's final game and keep all wait list registrations.

h. Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.

i. Grantee must limit all LeagueApps communications to LADF related and affiliated updates. If LADF is not involved in the program, event, or opportunity as a lead or collaborator, LeagueApps may not be the communication platform.

7. **Status of Grantee.** The Grantee is not an agent, consultant or contractor of the Foundation and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.

8. **Reporting.** Upon request by the Foundation, the Grantee will submit to the Foundation a written report for any period of the Grantee during which the Grantee receives, holds, or spends any of the Grant funds. In such report, the Grantee will specify, at a minimum, the use of the Grant funds and the impact of the Grant funds such as the number of children directly served as a result of the Grant funds. The Grantee will submit the report to the Foundation within thirty (30) days after the last date of games. The required grant report template will be provided by Grantee during the midseason interview. Once the Foundation makes the request for such report, any future payment under this Grant Agreement or otherwise from the Foundation will be contingent upon the Grantee's provision of the report to the Foundation. The Foundation will provide the Grantee with the Dodgers Dreamteam Grantee Report Guidelines prior to end of season.

9. **Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant funds and the In-Kind Contributions. The Grantee

will make its books and records pertaining to the Grant Funds available to the Foundation at reasonable times for review and audit, and will comply with all reasonable requests of the Foundation for information and interviews regarding the use of the Grant funds and In-Kind Contributions. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least 4 years after the Grantee has expended the last of the Grant funds.

10. **Insurance.** The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Project and all other programs and activities of the Grantee, and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Within thirty (30) days from the execution of this Grant Agreement, the Grantee shall (i) furnish the Foundation proof of its self-insurance or (ii) shall name the Foundation as an additional insured on the Grantee's policy and furnish the Foundation the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee.

11. **Return of Grant Funds to the Foundation, Early Termination of Agreement and Cancellation of Unpaid Grant Installment Payments.**

    a. The Grantee agrees to return to the Foundation any Grant funds and any income earned thereon, including proceeds from the sale or exchange of an asset purchased, constructed or developed with Grant funds, not specifically committed and/or actually expended in accordance with the Application and this Grant Agreement. Return of such funds shall occur reasonably promptly upon the written request of the Foundation.

    b. The Foundation shall have the right to terminate this Grant Agreement with cause. Upon termination of this Grant Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant.

    c. In the event the termination is pursuant to a reasonable determination by the Foundation that:

        i. The Grantee has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Application or otherwise in regard to this Grant Agreement or the Grant;

        ii. The Grantee has diverted any Grant funds or In-Kind Contributions to a purpose other than that permitted hereunder;

        iii. The Grantee has failed to maintain or provide any material records or reports required to be maintained or provided hereunder;

        iv. The Grantee has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Project;

v. The Grantee has failed, in the judgment of the Foundation, to satisfy any one of the Grant conditions set forth in this Grant Agreement, breaches any of the other terms of this Grant Agreement or fails to fulfill any purpose of the Grant, including, but not limited to, the Grantee becoming insolvent or for any other reason being unable to meet its financial obligations as they become due, other than those financial obligations for which the Grant is made; or

vi. Any of Grantee's key personnel have undergone a material change in job description, level of authority or employment status during the Grant term and such change is likely to cause Grantee to terminate, abandon, cancel or substantially alter the Project, then the Foundation may make written demand that the Grantee refund any or all payments of the Grant previously made or return any unused In-Kind Contributions. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

12. **Funds Not Earmarked for Lobbying; Grantee Discretion.** The Foundation is making this Grant to Grantee to support the charitable and educational purposes of the Project as described in Section 1 of this Grant Agreement, and the Grantee will apply the Grant Funds toward such purposes. This Grant is not earmarked for influencing legislation within the meaning of IRC Section 501(c)(3), and there has been no agreement, written or oral, to that effect between the Foundation and the Grantee.

13. **No Pledge.** Neither this Grant Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, will be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to the Grantee or any other entity for the Project or any other project. The Grant contemplated by this Grant Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.

14. **Terrorist Activity.** The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

15. **Indemnification: No Liability.** The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation and its officers, directors, employees, affiliates and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with (a) the performance of this Agreement by the Grantee, (b) the planning, acquiring, constructing, equipping, arranging, implementing, sponsoring, conducting of the Program by the Grantee, (c) the use of the Grant funds and In-Kind Contributions by the Grantee, or (d) any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Grant Agreement or any subsequent agreement between the parties

regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Grant Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Grant Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto.

If requested by the Foundation, the Grantee covenants that all contracts to which it shall become a party in regard to the Project and/or the Grant shall include the following clause:

> "It is expressly agreed and understood that neither The Los Angeles Dodgers Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

16. Public Acknowledgement. In recognition of the Grant, the Project shall be referred to as the Dodgers Dreamteam program for the 2026 season. Grantee must obtain prior written authorization from the Foundation, which the Foundation may give or withhold in its sole discretion, for any public acknowledgement of the grant(s) from the Foundation contemplated herein. Grantee may recognize other sponsors of the Program in proportion to their relative contributions to the sponsorship of the Program. In its sole discretion, the Foundation may describe its support of the Program in the Foundation's own printed or oral announcements and website.

17. Miscellaneous.

a. No Agency. The Grantee is solely responsible for all activities supported by the Grant funds, the content of any product created with the Grant funds, and the manner in which such products may be disseminated. This Grant Agreement will not create any agency relationship, partnership, or joint venture between the parties, and the Grantee will make no such representation to anyone.

b. Further Acknowledgements of the Grantee. The Grantee acknowledges that it understands its obligations imposed by this Grant Agreement, including, but not limited to, those obligations imposed by reference to the IRC. The Grantee agrees that if the Grantee has any doubts about its obligations under this Grant Agreement, including those incorporated by reference to the IRC, the Grantee will promptly contact The Foundation or the Grantee's legal counsel.

c. Waivers. The failure of the Foundation to exercise any of its rights under this Grant Agreement will not be deemed to be a waiver of such rights.

d. Remedies. If the Foundation determines, in its sole discretion, that the Grantee has substantially violated or failed to carry out any provision of this Grant Agreement,

including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to the Grantee under this Grant Agreement or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended Grant funds, which the Grantee will immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

e. Captions. All captions and headings in this Grant Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Grant Agreement.

f. Entire Agreement. This Grant Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Grant Agreement may not be amended or modified, except in writing signed by both parties.

g. Dispute Resolution. Any controversy or claim arising out of or relating to this Grant Agreement, or the breach thereof, will be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision will be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.

h. Governing Law. This Grant Agreement has been executed and delivered in and will be governed by and construed in accordance with the substantive laws of the State of California.

i. Incorporation of Addendums. The Addendums attached hereto are incorporated herein by reference and made a part of this Grant Agreement as if fully set forth herein.

j. Use of Marks. Notwithstanding any provision herein, no party shall use any other party's trademarks, tradenames, and/or logos (each, a "Mark") without the prior written approval from such other party, which approval may be granted or denied by the other party in its sole discretion. Each Mark shall remain the sole and exclusive intellectual property of the pertinent party.

k. Survival. Sections 8, 9, 11, 15, 16, 17(a), 17(d) 17(g), 17(h) and 17(j) of this Grant Agreement shall survive the completion, or termination if sooner, of this Grant Agreement.

Please direct all future communications concerning this Grant to LADF Chief Operating Officer, Chaitali Gala at ChaitaliG@dodgersfoundation.org.On behalf of the Foundation's Board of Directors and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Nichol Whiteman
CHIEF EXECUTIVE OFFICER
THE LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler
PRESIDENT
THE LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of the City of Carson by:

_____ Date: _____
BY: LULA DAVIS HOLMES
ITS: MAYOR, CITY OF CARSON

Federal Tax I.D. No.: 95-2513547

APPROVED AS TO FORM:
[NAME]
[TITLE]

By:_____

ADDENDUM 1

APPROVED NUMBER OF TEAMS AND LOCATIONS

Locations	Coach Pitch (7-8)	Minor Baseball (9-10)	Major Baseball (11-12)	Junior Baseball (13-15)	Minor Softball (9-10)	Major Softball (11-12)	Senior Softball (13-18)
Calas Park		6					
Carson Park					6		
Hemingway Park				6			
Carriage Crest Park						6	
Dominguez Park			6				
Veterans Park	6						
Foisia Park							6
Player Total	Team Total	Players Per Team					
504	42	12					

***ADDENDUM 2*:**

DODGERS DREAMTEAM PROGRAM REQUIREMENTS

2026 Dodgers Dreamteam Program Requirements

Outlined in this document are the Dodgers Dreamteam program Requirements set forth by the Los Angeles Dodgers Foundation (LADF). All Affiliate Partners are referred to as Grantees and must comply with all requirements outlined in the document.

Dodgers Dreamteam Program Description and Goals

Dodgers Dreamteam, an affiliate of Nike RBI, is a comprehensive sports-based youth development program that uses the power of sport to provide critical resources and services to communities that are experiencing social injustices. Rooted in baseball and softball, LADF aims to significantly increase youth's social and emotional skills, which promote positive mental health and buffer against mental health risks, while also providing opportunities for them to build relationships with peers and positive role models. LADF works with partners to deliver wraparound services, connecting youth to critical health care and education resources and services. Understanding that low-income communities lack basic essentials, LADF provides necessities to fill gaps and promote healthier life outcomes.

- To provide an inclusive, barrier-free sports-based youth development program that is typically reserved for those with substantial financial resources and opportunities.
- To deliver programs, services, and resources that address basic needs, education and health care.
- To train parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.
- To increase participation of underrepresented groups, specifically Black youth, girls, and teenagers
- To build capacity for partners and share knowledge and best practices across the field.
- To provide tools for parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.

Grant Eligibility

1. Program must fall within one or more of the LADF Focus Areas.

- Health Care – Sports Based Youth Development – Required
- Education
- Social Justice
- Homelessness Prevention

2. Program Location(s) must fall within the expansion zone; all locations are subject to approval by LADF.

3. Request must come from an organization (no funding will be made to individuals).

4. Grants will be made only to organizations with open, non-restrictive membership that operate open to all regardless of race, creed, sex, sexual orientation, religious belief, or nationality. Nothing in the Guidelines shall prohibit a program from specifying an age, sex, or physical capacity classification, if it is reasonable under all the circumstances and is consistent with applicable law.

5. The organization must be certified as a tax-exempt entity (under Section 501(c)(3) of the U.S. Internal Revenue Code and is not a private foundation as defined in section 509(a) of that Code **OR** a government entity). The organization must be in good standing with the Internal Revenue Service (IRS), the California Franchise Tax Board and the California Secretary of State.

6. Requesting organization must provide a non-discrimination policy.

7. Applicant acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety.

8. Requesting organization must demonstrate a strong ability to implement quality programming with adequate scheduling, planning, communication, field maintenance, practices, and games.

9. Requesting organization must adhere to the LADF Safe Sport policy.

10. Insurance: Requesting organization to provide LADF proof of its self-insurance or shall name LADF as an additional insured on the policy and furnish LADF the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to LADF, evidencing the insurance carried by or otherwise benefiting the requesting organization. The policy or policies must be in effect throughout the duration of the Program.

11. Restricted Funds: Grant funds are restricted to offset field maintenance, umpire costs, and a Dodgers Dreamteam Coordinator position. The Dodgers Dreamteam Coordinator position is a role that will implement the Program. The hiring of this position must go through the Grantees hiring process with LADF reviewing the final selection round.

12. Grant Report: Grantee agrees to complete the grant report at the end of the Program. The

report must be sent to LADF within 30 days after the last day of games.

13. **Recap Meeting:** Grantee agrees to complete a recap meeting with LADF at the end of the grant term and after submitting the Dodgers Dreamteam grant report, no later than 45 days after the last day of games.

14. **Best Effort:** Grantee agrees to put forth its best effort to serve the amount of youth projected.
    - If, at any time, the Grantee anticipates challenges that will impact the projected amount of youth served, please contact LADF immediately. LADF recognizes that even some of the best executed plans experience challenges along the way and is committed to supporting grantees.

I. Grant Request Process

November 10, 2025 — Dodgers Dreamteam Affiliate Partner Application Due
November 11, 2025 – March 9th, 2026 — Dodgers Dreamteam Affiliate Partner Application Review Process (Site Visits and/or Meetings)
March 13, 2026 – March 20, 2026 — Award Status Notification Period
March 23rd, 2026 - April 1, 2026 — Signed Agreement Returned to LADF with Required Documents

NOTE: 60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period	40% Disbursement Period
March 2026	June 2026	September 2026
April 2026	June 2026	September 2026
May 2026	June 2026	September 2026
June 2026	June 2026	September 2026

NOTE: Organizations will receive 60% of the Program grant which includes the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired) in June 2026. Organizations will receive the remaining balance in September 2026.

To receive the remaining 40% of the program grant funds, the following must be completed:

- Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
- Provide complete schedules for the season prior to the first day of games. Grantee is required to use the LeagueApps platform.
- Ensure that all excess uniform sets are returned to LADF within 15 days of the Grantee's final game.
- Complete an equipment inventory sheet within 15 days of the league's last games.
- To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections evidenced in the LeagueApps platform 15 days after the final game. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

Note – Grant funds will not be disbursed if in-person play is unable to take place due to LA County health regulations.

II. Grant Requirements

1. **Communication and Staffing:** Grantee must have one (1) Partnership Executive Contact, one (1) Partnership Manager, one (1) Dodgers Dreamteam Coordinator, and one (1) designated point of contact per each Dodgers Dreamteam location to serve as a liaison for LADF.
   - All staffing changes relevant to the Program must be communicated to LADF staff immediately.
   - All staff members that are involved in the Program must attend all required trainings.

2. **Online Registration and Communication:** LADF will provide an online registration and communication tool called LeagueApps that is mandatory for all Grantees to use.
   - All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps prior to any practice or game.
   - All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
   - All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
   - If the Grantee has a separate or additional waiver for participants, parents and coaches to agree to it must be provided to LADF.
   - Grantee must set a registration opening and closing date prior to the start of registration.
   - Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard “age as of” date is first day of games).
   - Grantee must finalize numbers within two weeks of the Program ending and keep all wait list registrations.
   - Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.
   - Grantee must limit all LeagueApps communications to Los Angeles Dodgers Foundation related and affiliated updates. If LADF is not involved in the program, event, or opportunity as a lead or collaborator, LeagueApps may not be the communication platform.

3. **Divisions:** Grantee agrees to use Dodgers Dreamteam division names:
   - T-Ball (5-6)
   - Coach Pitch (7-8)
   - Minor Baseball (9-10)
   - Major Baseball (11-12)
   - Junior Baseball (13-15)
   - Senior Baseball (16-18)
   - Minor Softball (9-10)
   - Major Softball (11-12)
   - Junior Softball (9-12)
   - Senior Softball (13-18)
   - Coach Pitch Softball (7-8)

4. **Games and Practices:** The chart below describes the minimum number of weeks, games and practices required by LADF per team. Each team is required to facilitate at least **one** team practice and **one** team game per week. Each division must have a game schedule that has a **minimum of 3 teams**.

Divisions	Weeks	Games	Practices
T-Ball (5-6)	7	8	8
Coach Pitch (7-8)	7	10	10
Minor Baseball (9-10)	7	12	10
Major Baseball (11-12)	7	12	10
Junior Baseball (13-15)	7	12	10
Senior Baseball (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Junior Softball (9-12)	7	12	10
Senior Softball (13-18)	7	12	10
Coach Pitch Softball (7-8)	7	10	10

5. **Team Selection:** It is highly recommended that there is a tryout or draft/selection process in place when selecting teams. LADF recommends that a coach cannot register a full team for the season.
   - If your league allows a coach to retain players from year to year you are allowed a 5-player max freeze.
   - A participant's skill and experience should not be a factor when signing up and being selected on a team.

6. **Locations:** Grantee must only coordinate and implement the Program at locations agreed upon by LADF.
   - Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.

7. **Participation Recruitment:** Grantee is responsible for recruiting all players, coaches and participants of the Program. This includes making sure all players, coaches and participants are registered on LeagueApps.

8. **Coaches:** Grantee must only allow coaches who have passed a background check, registered on LeagueApps, and have committed to attend a Dodgers Dreamteam Coaches Training to serve in any capacity in Dodgers Dreamteam.
   - Grantee must hire all coaches.
   - Grantee decides whether coaches are paid or unpaid.
   - Grantee must only allow coaches who passed a background check to participate in the Program.
   - Grantee must monitor coaches to ensure player safety and ensure that coaches always conduct themselves appropriately.

9. **Volunteers:** Grantee must recruit and manage all volunteers.
   - Grantee must recruit all volunteers.
   - Grantee must only allow volunteers who passed a background check to participate in the Program.

- All volunteers must sign off on any Grantee agreements.

Staff: Grantee must hire a Dodgers Dreamteam Coordinator who will work to implement the Program at Grantee locations.

- Grantee must hire any Dodgers Dreamteam Coordinators.
- Grantee must only allow staff who passed a background check to participate in the Program.
- Please review the full job description as part of Exhibit A.

10. **Umpires:** Grantee must ensure that all umpires are certified and have passed a background check.
    - It is the responsibility of the Grantee to hire and onboard all umpires and agencies.
    - Grantee must monitor umpires in the Program and ensure that players are safe and that umpires conduct themselves in a professional manner.
    - LADF has the right to audit any umpiring organizations to ensure quality.

11. **Marketing and Communications:** Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers Dreamteam.
    - All Dodgers Dreamteam banners must be publicly displayed in a highly visible area. NOTE: Banners include multiple sponsor and partner logos.
    - LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.
    - Grantee must acknowledge the Los Angeles Dodgers Foundation Dodgers Dreamteam program in any promotional materials, press releases, or literature publicizing/promoting the Program.
12. **Social Media and Digital Engagement:** Grantee agrees to actively promote Dodgers Dreamteam through its digital platforms, including social media channels, websites, and email communications.
    At a minimum, Grantee will:
    - Share LADF-provided graphics, messaging, and key announcements on its social media platforms
    - Tag and collaborate with LADF social media accounts when posting Dodgers Dreamteam-related content
    - Promote registration deadlines, key events, and program milestones
    - Include Dodgers Dreamteam content in organizational newsletters and email blasts

13. **Outreach Tracking and Reporting:** Grantee agrees to track and report on marketing and outreach efforts related to Dodgers Dreamteam. This includes providing LADF with the following information upon request or through required reporting cycles:
    - Estimated number of individuals reached through social media posts (impressions and engagement metrics)
    - Number of email recipients reached through newsletters or blasts
    - Website traffic related to Dodgers Dreamteam promotions (if available)
    - Demographic insights available through platform analytics (age ranges, geographic reach, etc., as accessible)
    - Copies or screenshots of promotional materials and social media posts

Grantee will maintain documentation of marketing efforts and share summary reports with LADF to support sponsor reporting, impact measurement, and future funding opportunities.

14. **Fees:** Grantee agrees to not charge any amount over $15 when implementing the Program. All Dodgers Dreamteam resources and services are free of charge.

15. **Uniforms:** Grantee must ensure that all Dodgers Dreamteam teams receive a uniform kit which will be provided by LADF. Each Dodgers Dreamteam team will receive uniforms. Grantee must abide by the following uniform policy:
    - Each team will receive uniforms for 12 or 15 players per team pending what the Grantee selects. Uniforms must be worn at all games.
    - Each uniform set is assigned to be used per team. Locations are encouraged to swap between other teams or divisions when needed. Please notify LADF immediately if you have any issues with your uniform sets that cannot not be resolved with inter-park swaps. LADF will help to alleviate the issue based on available inventory.
    - If a location does not register the anticipated number of players that is agreed upon in the grant agreement, the location will be responsible for returning unused uniforms or the cost of any missing uniforms. This process must be completed within 15 days of the leagues last day of games and is a Program requirement to receive the second half of the grant award.
    - Uniforms may not be worn outside of the Dodgers Dreamteam season. This includes fall leagues or other non-Dodgers Dreamteam events.
    - Uniforms are defined as: 1 home jersey, 1 away jersey, 1 pair of pants, 1 pair of socks, 1 hat or 1 softball visor, 1 practice shirt, and 1 coach polo (coaches only).

16. **Equipment:** Grantee must ensure that every coach receives a full equipment kit which will be provided by LADF. Equipment kits are designed to be available for all teams. Grantee must abide by the following equipment policy:
    - "One Team, One Kit" rule: Equipment kits are designed to be available for all Dodgers Dreamteam teams.
    - Grantee must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season. Please notify LADF immediately if there are any problems with equipment and providing one kit per team.
    - Each head coach is required to receive one equipment kit per team.
    - Any transferring of equipment between locations is prohibited unless approved by LADF staff.
    - All Grantees must have a check-in process on distributing equipment kits to all coaches.
    - Grantee will complete an equipment inventory sheet within 15 days of the league's last game.
    - LADF staff will determine if equipment is adequate for continued use or if new equipment will be needed for the next season. Equipment kits are required to last 5 seasons unless stolen or damaged.

Equipment Kits are defined as:12 Right Hand Gloves and 3 Left Hand Gloves, 3 Helmets, 2 Bats, 1 Batting Tee, 1 Ball Bucket, 1 Bag, and 1 Catcher's Set (shin guards, chest protector, mask, mitt). The catcher's set will not be included for the T-Ball division.

17. **Collaboration:** participate in all Program elements, including but not limited to:
    - Dodger Days
    - PlayerFest
    - Coaches Trainings
    - Recycling Challenge
    - LA Reads (including Storytimes and Dodgers Reading Champions)
    - College & Career Accelerator (including CCA Workshops, Career Panels, and the LADF Legacy Scholarship)
    - Science of Baseball (including STEM Field Day, as applicable)
    - NIKE RBI Regional Tryouts and Tournament
    - Coach of the Year
    - Other Special Events and Program Activities as designated by LADF

18. **Meetings:** Grantee will agree to attend the Dodgers Dreamteam Partners Meeting, Dodgers Dreamteam Affiliate Partner Training and any additional onboarding or training meetings. Designated Partnership Executive Contact, Partnership Manager Contact, Dodgers Dreamteam Coordinator, and all designated points of contact per each Dodgers Dreamteam location (including but not limited to Site Supervisors, Directors, Managers, and Coordinators) are required to attend.

19. **Measurement and Evaluation:** Grantee is required to work with LADF in the collection of data to consistently improve the Program.
    - LADF will provide a partnership with Hello Insight to measure SEL for participants ages 9-18 in the Program. This will include a pre survey that should be completed before the first game and post/check-in surveys should be completed within 1 week of the season ending. The Grantee is required to administer, promote, and monitor the collection of these surveys.
    - Recruit parents, players, and coaches to participate in interviews and/or focus groups throughout the year.
    - Support any event surveys that take place.

20. **Safety Policy:** Grantee acknowledges the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee also acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety. Grantee must sign the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee must also provide a copy of its written policy to LADF with signed grant agreement.

21. **Incident Policy:** Grantee acknowledges they have an incident policy in place and will notify LADF within a 24-hour period should any incidents take place. Grantee will keep LADF updated on the status of the incident and when the incident is closed.

Dodgers Dreamteam Rules

In addition to the playing rules (USA Softball, PONY, NFHS, etc.) determined by each Grantee, this document outlines the guidelines recommended in all Dodgers Dreamteam leagues. However, in the case of the Grantee playing rules conflicting with the Dodgers Dreamteam rules, please consultant LADF staff. In this document you will also find pitching guidelines to follow.

Dodgers Dreamteam League Code of Ethics

Any adult or player who violates the Dodgers Dreamteam League Code of Ethics will be subject to removal from the Dodgers Dreamteam program.

The adults that participate in the Dodgers Dreamteam program are viewed as role models to the youth served. It is imperative that those connected with the league always engage in conduct that is a positive representation of the league.

- All Grantees must adhere to the LADF Safe Sport Policy.
- Under no conditions should anyone, lay a hand upon, push, shove, strike, or threaten to strike an official, player, coach, spectator, game monitor, scorekeeper, or staff.
- Do not consume alcoholic beverages or any illegal substance at any time in the presence of players or in any context involving the league.
- Under no conditions swear, commit, or imply a vulgar act or motion.
- Do not bait or ride umpires, opposing managers and coaches, scorekeepers, or staff. Appropriate conduct should prevail.
- The manager or coach may inquire as to the nature or interpretation of a rule, but after an explanation, no further questions, or actions.
- All teams should play every player in as much of every game as possible.
- Make certain that managers, coaches, and your team shake hands with opposing team before and/or after each game.
- A coach shall not use tactics to deceive or take unfair advantages over his/her opponents.
- Every league must provide background checks to all coaches and volunteers who will be working directly with the kids in your Dodgers Dreamteam program.
- Do everything possible to ensure that playing Dodgers Dreamteam is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

Playing Rules for Baseball Ages 5-12

- Age divisions consist of T-Ball (5-6), Coach Pitch/Softball (7-8), Minor (9-10) and Major (11-12).

- All teams must consist of no more than 15 players.
- T-Ball and Coach Pitch games will be 60 minutes.
    - Both divisions will utilize the safe soft baseballs.
    - T-Ball: All bats must be sizes 25” or 26”.
    - Coach Pitch: All bats must be sizes 26”, 27” or 28”.
    - Coaches or a pitching machine may be used to pitch to these divisions (see field dimensions for pitching distance).
    - Score and standings are not kept for the T-Ball division.
- Minor and Major games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
    - All bats must be certified by a USA Baseball stamp.
    - Minors: All bats must be sizes 28”, 29” or 30”.
    - Majors: All bats must be sizes 29”, 30” or 31”
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player’s ejection or, if necessary, a team’s disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations.

DIVISION	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
Coach Pitch/Softball (7-8)	50	1-20	21-35	36-50	N/A	N/A
Minors (9-10)	75	1-20	21-35	36-50	51-65	66+
Majors (11-2)	85	1-20	21-35	36-50	51-65	66+

Field Dimensions:

- T-Ball (5-6) and Coach Pitch/Softball (7-8): base path 50 ft., pitching distance 38 ft. and field distance 225-250 ft.
- Minors (9-10): base path 60 ft., pitching distance 46 ft. and field distance 225–250 ft.
- Majors (11-12): base path 70 ft., pitching distance 50 ft. and field distance 225-250 ft.

Playing Rules for Softball Ages 9-12

- Age divisions consist of Minor Softball (9-10), Major Softball (11-12) or Jr. Softball (9-12).
- All teams must consist of no more than 15 players.
- All games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
- All bats must be sizes 29", 30" or 31".
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
  - Minor Softball (9-10): base path 60 ft., pitching distance 35 ft. and field distance 225-250 ft.
    - 11" softball
  - Major Softball (11-12): base path 60 ft, pitching distance 40 ft. distance and field distance 225-250 ft.
    - 12" softball

Playing Rules for Baseball Ages 13-18

- Age divisions consist of Junior Baseball (13-15) and Senior Baseball (16-18).
- Every player on the team must be inserted into every game for at least 2 innings of play and must have at least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 2 hours and 15 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 10 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats with composite materials in the barrel must be compliant with the National Federation of State High School Associations rulebook BBCOR standards, and must be labeled as such; Bats must meet the standards noted in National Federation of State High School Associations rules (2017 NFHS Baseball rulebook pgs. 9-11 Section 3, Articles 2-5) for length, diameter, etc. NOTE: An illegal bat must be removed. Any bat that has been altered shall be removed from play. Penalty – See Rule NFHS Baseball rulebook; Rule 7-4 Article 1 (a).
- A player may only play on one team per division.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations

AGE	**DAILY MAX (PITCHES IN GAME)**	**REQUIRED REST (PITCHES)**				
		0 Days	1 Days	2 Days	3 Days	4 Days
13-14	95	1-20	21-35	36-50	51-65	66+
15-16	95	1-20	31-45	46-60	61-75	76+
17-18	105	1-20	31-45	46-60	61-75	76+

- Field Dimensions:
    - Junior Baseball (13-15) and Senior Baseball (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.

Playing Rules for Softball Ages 13-18

- Age divisions consist of Sr. Softball (13-18).
- Every player on the team must be inserted into every game for at least 2 innings of play and must have at least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 1 hour and 40 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 15 runs after 3 innings, 12 runs after 4 innings, and 8 runs after 5 innings.
- Courtesy runner is allowed for the pitcher and catcher, but the courtesy runner may not be a player who is in or has been in the game.
- Designated player (DP) must be decided when line-ups are handed in. DP will be anywhere in the batting line-up with the FLEX (person playing the field) placed in the 10th spot of the line-up. FLEX player may bat but must bat in the position of the DP and DP is out of the game for that time; however, the DP can reenter one time. Indicate DP and FLEX on the line-up card.
- All batters and runners will always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats must meet all the USA Softball specifications and requirements of Rule 3, section 1. Must be on the list of approved bat models published by USA Softball. Max length 34", weight 38oz with a diameter of 2 1/4". Bats must have the 2000 or 2004 ASA stamp, or the ASA 2013 certification mark (may also have ISF stamp in addition to ASA) and bats must not appear on ASA banned list.
- A pitcher remaining in the game, but moving to a different position, can return as a pitcher any time in the remainder of the game, but only once in the same inning as he/she was removed. Visit count does not reset.
- Any starter who has been removed for a substitute player may re-enter the game once, at any time in the same position in the batting order. Subs may reenter.
- A player may only play on one team per division.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
    - Senior Softball (13-18): base path 60 ft., pitching distance 43 ft. and field distance 225-250 ft.

ADDENDUM 3:

GRANTEE APPLICATION

See Attached

ADDENDUM 4:

LADF WAIVERS AND RELEASES OF LIABILITY

2026 DODGERS DREAMTEAM
LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY

PLEASE READ THIS LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY ("RELEASE") CAREFULLY. BY AGREEING TO THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me and/or any child(ren) under eighteen (18) years old or any legally incapacitated adult(s) for whom I am the parent/guardian (each, a "**Participant**"; and collectively the "**Participants**") to participate in the "Dodgers Dreamteam" program from January 1, 2026 through December 31, 2026 (the "**Program**"), staged by The Los Angeles Dodgers Foundation (the "**Foundation**"), I, for myself and on behalf of all of the other Participants and our parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I, for myself and on behalf of all of the other Participants, acknowledge that we are not required to participate in the Program and that our participation is voluntary and solely for our enjoyment. We understand that we can withdraw from the Program at any time. Neither I nor any of the other Participants, nor anyone acting on our behalf, will be compensated by the Foundation for our participation in the Program. Neither I nor any of the other Participants, nor anyone acting on our behalf, has not been promised employment by the Foundation for participating in the Program.

2. We understand and acknowledge that baseball and softball are action sports and that natural and/or man-made conditions may exist on the surface of baseball and softball fields or in connection with the games of baseball and softball that may present a significant risk of personal injury to us and/or damage to our property. We also understand and acknowledge that our participation in the Program may require us to engage in strenuous and/or potentially dangerous activities. Neither I nor any of the other Participants are aware of any reason, medical or otherwise, why we should not participate in the Program, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to us, of having us participate in the Program, including, without limitation, all risks and danger inherent in the sports of baseball and softball and all warm-ups, practices, and competitions associated with baseball and softball, including specifically (but not exclusively) the danger of being injured by thrown bats (or fragments thereof); thrown or batted balls; thrown, dropped, or launched items or projectiles; contact or collisions with other participants or staff; any other incidents or accidents associated with crowds of people or the negligence or misconduct of other participants or spectators; or use of or participation in any attractions, activities, or events in connection with the Program.**

3. In connection with any injury that I or any of the other Participants may sustain or any other medical condition that we may experience during our participation in or with the Program, I authorize any emergency first aid, medication, medical treatment, or surgery (collectively, "**Emergency**

Medical Services") deemed necessary by the attending medical, first aid, or emergency personnel (collectively, the "**Medical Staff**") if I am not able to act on my own behalf or on the behalf of the other Participants. I further authorize (i) the Medical Staff to execute on our behalf any permission forms, consents, or other appropriate documents relating to medical attention for me and the other Participants and to act on our behalf if I am not able or immediately available to do so and (ii) the disclosure of any personal information relating to us by the Foundation or any of their representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or other monetary charges associated with such Emergency Medical Services or any permission forms, consents, or other appropriate documents relating to medical attention executed by any of the Medical Staff.

4. I, for myself and on behalf of all of the other Participants, acknowledge and expressly assume all risk of us being exposed to or contracting a Communicable Disease (as defined below) during or in connection with our participation in the Program. By participating in the Program, I acknowledge and expressly assume the risk that we may be exposed to a Communicable Disease. I expressly understand that the risks of exposure to a Communicable Disease include contracting a Communicable Disease and the associated dangers, medical complications (including death), and physical and mental injuries, both foreseen and unforeseen, that may result from contracting a Communicable Disease. I further acknowledge and understand that our interaction with staff, other participants, and/or any other individuals present during the Program poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, that it cannot be guaranteed that we will not be exposed to a Communicable Disease, and that potential exposure to or contraction of a Communicable Disease while participating in the Program are risks that cannot be eliminated. If infected with a Communicable Disease, I acknowledge and understand that I and/or the other Participants may subsequently infect others, even if we do not experience or display any symptoms. A "**Communicable Disease**" as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized, or surface transmissible communicable and/or infectious diseases, viruses, bacteria, or illnesses, or the causes thereof.

5. In connection with the foregoing, I agree that neither I nor any of the other Participants will participate in the Program if, within ten (10) days preceding our participation in the Program, either I or any of the other Participants (i) tested positive or presumptively positive for a Communicable Disease or was identified as a potential carrier of a Communicable Disease; (ii) experienced any symptoms commonly associated with a Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; and/or (iii) was in direct contact with or in the immediate vicinity of any person who is either confirmed or suspected of being infected with a Communicable Disease within ten (10) days preceding the Participant's encounter with such person. I further agree that I and the other Participants will submit to any health screening and/or Communicable Disease testing that may be required as a condition of our participation in the Program.

6. If I and/or any of the other Participants test positive for a Communicable Disease or have been identified as being exposed to an individual who has tested positive for a Communicable Disease, we agree to immediately inform the Foundation and acknowledge that the Foundation may be required to contact the Los Angeles County Department of Public Health ("**LACDPH**") to provide information regarding the confirmed positive test, including our name(s) and contact information. We consent to the Foundation providing such information to LACDPH or any other administrative body as required by law. We agree to willingly cooperate with any contact tracing that is deemed necessary

by the Foundation and/or LACDPH. We acknowledge the Foundation, the Governor, State Department of Health, LACDPH, or other administrative body with authority over the Foundation may decide to cancel a meeting, practice, competition, or the Program at any time. We also acknowledge that the Foundation must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after our agreement to this Release. We are aware that practices, games, spectating, and/or transportation will look differently from prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the Foundation's staff and coaching staff and acknowledge that the failure to do so may result in our being refused participation at meetings, practice, competitions, and/or the Program.

7. **TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE LOS ANGELES DODGERS FOUNDATION, LOS ANGELES DODGERS LLC (THE "DODGERS"), THE OTHER MLB ENTITIES, LA REAL ESTATE LLC, CHAVEZ RAVINE LAND COMPANY LLC,** and their respective direct and indirect owners, stockholders, members, partners, directors, officers, employees, agents, representatives, contractors, vendors, sponsors, facilities in which Program events are held, principals, affiliated entities, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter, individually and collectively referred to as the "**Indemnified Parties**"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "**Claims**"), that we may have or hereafter have against the Indemnified Parties by reason of any injuries that we may sustain, whether to our person and/or property, as a result of or incident to (i) the Indemnified Parties' negligence (whether active or passive, but not including gross negligence or willful misconduct), (ii) our participation in the Program, and/or (iii) any and all risks assumed by us hereunder, including, without limitation, exposure to or contraction of a Communicable Disease by me and/or any other individual infected by me. **I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, FURTHER COVENANT NOT TO SUE OR OTHERWISE PURSUE ANY FORM OF RECOVERY OR LEGAL ACTION, INCLUDING ARBITRATION, AGAINST ANY OF THE INDEMNIFIED PARTIES ARISING FROM OR RELATING TO ANY CLAIM.** For purposes of this Release, the "**MLB Entities**" shall mean the Dodgers and the other Major League Baseball clubs, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, and such entities' respective past, present and future affiliates, owners, general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, contractors, vendors, licensees, sponsors, advertisers, and broadcast partners.

8. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, ACKNOWLEDGE AND UNDERSTAND THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE

AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BEING AWARE OF SAID CODE SECTION, WE HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT, WHETHER IN CALIFORNIA OR ANY OTHER STATE.

9. I, for myself and on behalf of all of the other Participants, agree that if I and/or any of the other Participants, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

10. I, for myself and on behalf of all of the other Participants, hereby authorize and grant the Foundation, the Dodgers, and/or anyone authorized by or acting on behalf of the Foundation and/or the Dodgers (hereinafter, individually and collectively referred to as the "**Authorized Users**") the non-exclusive, transferable, sublicensable, and assignable right to use, reproduce, publish, and/or depict our name, voice, words, image, likeness, and/or biographical information (collectively, the "**Images**") in any manner that the Authorized Users deem necessary or appropriate, in all media, worldwide, in perpetuity, without any additional consideration, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, display, and/or exploitation of the Program and/or the Authorized Users, including, without limitation, on the video display boards at Dodger Stadium and/or in any and all print and/or digital advertisements, websites, social media posts, broadcasts, telecasts, and/or other retransmissions of or regarding the Program and/or the Authorized Users. In addition, in connection with the use of the Images, I, for myself and on behalf of all of the other Participants, hereby release and waive any action or cause of action that we may assert in connection with the use of the Images, including, but not limited to, any claims that we have or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear. **I, for myself and on behalf of all of the other Participants, acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all claims that we may have or hereafter have against the Authorized Users under those statutes or any other statutes or common law principles of similar effect, whether in California or any other state.**

11. **I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, UNDERSTAND THAT BY AGREEING TO THIS RELEASE, WE ARE GIVING UP OUR RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT WE MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE**

INDEMNIFIED PARTIES, OUR PARTICIPATION IN THE PROGRAM, AND/OR ANY AND ALL RISKS ASSUMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE DISEASE BY ME AND/OR ANY OTHER INDIVIDUAL INFECTED BY ME.

12. If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

13. This Release shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California. I, for myself and on behalf of all of the other Participants, hereby (a) irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, in connection with all matters and issues arising out of the Program and/or this Release, (b) agree not to bring any claim or action except in such courts, and (c) irrevocably waive all claims, defenses, and objections based on improper venue, inconvenient forum, and/or lack of personal jurisdiction with respect to such courts.

14. **DECLARATION**. If child(ren) under eighteen (18) years old or legally incapacitated adult(s) for whom I am the parent or legal guardian will be participating in the Program, I declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the child(ren) or legally incapacitated adult(s) participating in the Program, and that I am duly authorized to execute this Release on his/her/their behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims whatsoever, including, without limitation, attorneys' fees and costs, resulting from, incident to, or arising out of his/her/their participation in the Program, his/her/their appearance in the Images, the exploitation of the Images by the Indemnified Parties, any and all risks assumed by him/her/them and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN, ON BEHALF OF MYSELF AND THE OTHER PARTICIPANTS, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM AWARE THAT THIS IS A LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE INDEMNIFIED PARTIES AND THE AUTHORIZED USERS, AND BY ACCEPTING AND SUBMITTING THIS RELEASE, I AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF LIABILITY IN PARAGRAPHS 7 AND 14 AND THE LIKENESS AUTHORIZATION IN PARAGRAPH 10 ABOVE, AND DO SO OF MY OWN FREE WILL.

I Accept

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AUTHORIZING A REQUEST TO THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS FOR ADDITIONAL FUNDING TO INCORPORATE A MOBILITY HUB INTO PROJECT NO. 1780: VICTORIA TRANSIT CENTER (CITY COUNCIL)

I. SUMMARY

The City is currently working on Project No. 1780, known as the Victoria Transit Center Project, which involves designing and constructing a new transit center on the campus of California State University, Dominguez Hills (CSUDH), located near Victoria Street (see Exhibit No. 1). This project is intended to improve public transportation access by creating a central location where residents, students, and visitors can easily connect to transit services. Concurrently, CSUDH has been planning a related project called a “mobility hub,” which would be located directly next to (west of) the planned transit center. A mobility hub is a transportation-focused area that brings together multiple ways to travel, such as buses, bicycles, scooters, and pedestrian access, in one convenient location, making it easier for people to get around without relying solely on personal vehicles.

CSUDH staff reached out to the South Bay Cities Council of Governments to explore funding options through Metro’s Measure R program, which is a voter-approved sales tax that funds transportation improvements across Los Angeles County. However, because CSUDH is a State University, it is not eligible to directly receive Measure R funding. SBCCOG staff advised that funding could still be pursued if the mobility hub project were combined with the City’s existing Victoria Transit Center Project, which is already eligible for and fully funded through Measure R. By incorporating the mobility hub into the City’s project, the combined project could qualify for additional funding.

Consequently, based on this opportunity, City staff is requesting that the City Council formally authorize the submission of a letter to SBCCOG requesting an additional $4,000,000 in Measure R funding. These funds would be used to expand Project No. 1780 to include the mobility hub, which would enhance the transit center by providing additional transportation options and improving overall access and convenience for the community.

II. RECOMMENDATION

AUTHORIZE the City Manager, or his designee, to formally submit a letter to the South Bay Cities Council of Governments requesting an additional $4,000,000 in Measure R funding for Project No. 1780: Victoria Transit Center, in order to expand the project to include construction of a Mobility Hub that will provide additional transportation options and services.

III. ALTERNATIVES

DO NOT APPROVE the above recommendations. However, in order to be considered for additional Measure R funding, the City must submit a request to the South Bay Cities Council of Governments to include the Mobility Hub as part of Project No. 1780: Victoria Transit Center.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) includes Project No. 1780, the Victoria Transit Center Project, which will design and construct a new, modern transit center. For several years, the City has used a location on Del Amo Boulevard, east of Avalon Boulevard, as the main transit terminal for the Carson Circuit system. Currently, this location has only basic amenities, such as benches and bus stop signs located along the street next to an open parking lot. While functional, this setup does not provide the level of comfort, safety, or convenience expected for a primary transit hub.

The proposed Victoria Transit Center, to be located near California State University, Dominguez Hills (CSUDH), will provide a significant upgrade. The new facility is designed to better serve students, residents, and visitors by offering a centralized, well-designed location for accessing transit services. It will also play an important role during the 2028 Summer Olympics and Paralympic Games, and will continue to benefit the community for many years afterward. The transit center will support multiple transit providers, including Metro, Long Beach Transit, Carson Circuit, and Torrance Transit, all of which operate along Victoria Street.

The purpose of the Victoria Transit Center is to create a convenient location where bus riders can board the Carson Circuit or transfer between different transit routes. This includes connections to regional transit services, such as Metro bus lines and the Carson Circuit's Blue Line feeder routes (Routes D and G). By bringing these services together in one place, the project will make it easier for passengers to travel throughout the region. Currently, Carson Circuit and Long Beach Transit routes provide approximately 195,000 passenger trips each year, and the new transit center will improve the experience for these riders by enhancing comfort, safety, and access to real-time service information.

In addition to the transit center, CSUDH has been planning a complementary project known as a mobility hub, which would be located immediately west of the proposed transit center. A mobility hub is a facility that brings together multiple transportation options, such as buses, bicycles, scooters, and pedestrian access, in one location, making it easier for people to connect between different modes of travel. CSUDH sought funding for this project through the South Bay Cities Council of Governments (SBCCOG) using Metro's Measure R program. However, because CSUDH is a State University, it is not eligible to directly receive Measure R funding. SBCCOG staff advised that they would support funding for the mobility hub if it were incorporated into the City's existing Victoria Transit Center Project, which is already eligible for Measure R funding. Since the mobility hub and transit center are closely related and would function together, combining the projects presents an opportunity to expand the overall benefits to the community.

Based on this opportunity, staff is requesting that the City Council approve the formal submission of a letter to SBCCOG requesting an additional $4,000,000 in Measure R funding. These funds would be used to add the mobility hub component to Project No. 1780, enhancing the transit center by providing expanded transportation options and improving overall accessibility for residents, students, and visitors.

V. FISCAL IMPACT

If the City Council approves the proposed recommendation, the City may receive up to $4,000,000 in additional funding to incorporate California State University, Dominguez Hills's planned Mobility Hub into Project PW1780: Victoria Transit Center. At this time, the Council action is limited to approving a letter that authorizes staff to formally request this additional funding from the South Bay Cities Council of Governments. Because there is no funding agreement or contract amendment currently in place, this action will not have an immediate impact on the City's Capital Improvement Program (CIP) or Special Revenue budgets. If the funding request is later approved by SBCCOG, staff will return to the City Council at a future meeting with a formal agreement or amendment for review and approval before any funds are received or spent.

VI. EXHIBITS

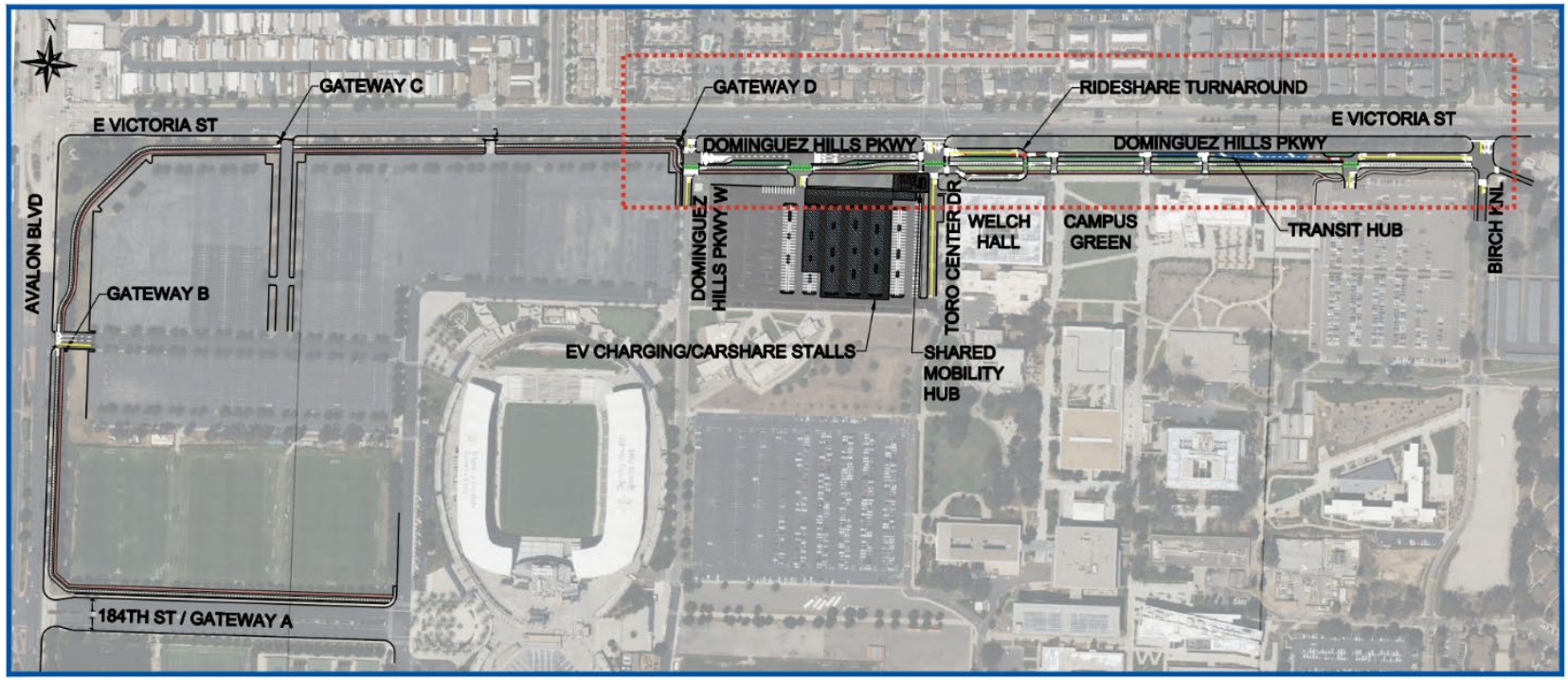
1. Location Map
2. Letter Requesting Additional Funding

Attachments

Exhibit 1 Project Location Map.pdf

Exhibit 2 Request for Additional Funding.pdf

Project Location Map_ Victoria Street Transit Center and Mobility Hub



CITY OF CARSON

March 30, 2026

David Leger
Senior Project Manager
South Bay Cities Council of Governments
Sent via email to: DavidL@southbaycities.org

Re: Request for Additional Funding for Project MR524.02

Dear Mr. Leger:

On behalf of the City of Carson, I am writing to request additional funding for Project MR524.02- Carson Circuit: Fashion Outlet Regional Transit Center.

The total funding designated in the Funding Agreement was $3,525,000 for PAED, PS&E, ROW, and Construction.

As we approach the end of the concept design phase, we have an estimated total project cost of $11,477,000. This includes $6,672,000 in site construction and utility costs; an additional $1,500,000 allocated for new and modified traffic signal construction; $817,000 for plans, specifications, and estimates; $1,226,000 for construction engineering; $1,212,000 for construction contingency; and $50,000 allocated for entitlement (including right-of-way and CEQA documentation costs).

We are requesting an additional $4,000,000 in Measure R funding to resolve the difference between the new estimated total project cost and the existing Measure R funding allocated to the project. The additional funding is for the inclusion of a Mobility Hub that will provide expanded services. Additionally, we have referred to this project internally as the Victoria Transit Center. We appreciate your consideration for this additional funding and believe it will be well used to build the new transit center in Carson, providing much improved bus facilities and enhancing connectivity within the region.

If you have any questions, please feel free to contact Gilbert Marquez at 310-952-1700 ext. 1813 or by email at gmarquez@carsonca.gov.

Robert S Lennox

Dr. Robert Lennox for DCR
Asst. City Manager

Sincerely,
David C. Roberts, Jr.
City Manager
City of Carson

cc. Dr. Arlington Rodgers, Jr., Director of Public Works
Gilbert Marquez, PE, City Engineer

Project 1780 / MR524.02 Transit Center Project Cost Estimate

Sub Total	Cost Estimate
Total Construction Estimate (w/o contingency)	$10,672,000
Traffic Signal Construction & Modification (excluded from construction estimate)	$1,500,000
Plans, Specifications, & Estimates	$817,000
Construction Engineering	$1,226,000
Construction Contingency	$1,212,000
Entitlement, including RW, CEQA	$50,000
Total Project Cost Estimate	$15,477,000

Funding Agreement MR 524.02	$3,525,000
Additional Funding Request	$4,000,000

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-033 OFFERING REWARDS FOR INFORMATION RESULTING IN SUCCESSFUL ENFORCEMENT ACTION BY THE CITY AGAINST ANY PERSON FOR VIOLATING THE CITY'S FIREWORKS ORDINANCE (CITY COUNCIL)

I. SUMMARY

The proposed Resolution updates and reestablishes a reward program to incentivize members of the public to report violations of the City's fireworks ordinance. The program program offers a monetary reward of $500 (increased from $250 in 2025) to individuals whose information results in successful enforcement action, subject to a cumulative program limit of $25,000. Additionally, a cumulative award limit of $1,000 per person (i.e., two rewards per person) has been added.

The intent of the program is to strengthen enforcement efforts, improve reporting compliance, and deter illegal fireworks activity, particularly during the 4th of July season.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-033, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFERING REWARDS FOR INFORMATION RESULTING IN SUCCESSFUL ENFORCEMENT ACTION BY THE CITY AGAINST ANY PERSON FOR VIOLATING THE CITY'S FIREWORKS ORDINANCE"

III. ALTERNATIVES

TAKE another action to City Council deems appropriate.

IV. BACKGROUND

The City of Carson currently prohibits the sale, possession, and use of fireworks under the Carson Municipal Code, following amendments adopted by the City Council to strengthen public safety protections. Despite these regulatory measures and increased administrative fines in recent years, the City continues to experience widespread violations of the fireworks ordinance, particularly during peak periods such as the 4th of July.

Fireworks activity presents ongoing public safety and quality of life concerns within the community. While the City has dedicated enforcement resources towards addressing violations, these efforts can be limited by challenges in identifying responsible parties and obtaining actionable information necessary to support enforcement.

On May 21, 2025, the City Council adopted Resolution No. 25-071 establishing a reward program for information related to fireworks violations. Since that time, staff have evaluated implementation considerations and identified opportunities to clarify program procedures, eligibility requirements, and administrative processes. The proposed Resolution No. 26-033 is intended to replace and supersede Resolution No. 25-071, while providing an increased individual award amount from $250 to $500 to support enforcement efforts.

The proposed Resolution updates and reestablishes the City's financial incentive program to encourage community participation in enforcement efforts. Under the program, individuals who submit qualifying information that results in successful enforcement action defined as a conviction, administrative citation payment, or court judgment may be eligible to receive a $500 reward. The proposed Resolution also includes a per-person cumulative reward limit of $1,000 (i.e., no more than two rewards allowed per person).

To ensure program integrity and accountability, the Resolution includes procedures and eligibility requirements, including same-day reporting to the Los Angeles County Sheriff's Department Carson Station, submission of supporting information and documentation, formal claim notification to the City Clerk, and review and determination by the City Manager or designee. The Resolution also provides for confidentiality of informant information to the extent permitted by law.

The program includes a cumulative funding cap of $25,000, at which point the reward offering program will automatically terminate unless further action is taken by the City Council. Additionally, certain individuals are excluded from eligibility, including City officials, employees, law enforcement personnel, and individuals involved in the reported violation.

This program is intended to complement the City's broader enforcement strategy and public outreach efforts, including a "see something, say something" messaging campaign anticipated in advance of the 2026 4th of July season.

V. FISCAL IMPACT

The proposed reward program authorizes payments of $500 per qualifying claim up to $1,000 per person, with a cumulative program cap of $25,000. Funding has been identified within the City's Administrative Citation account (101-55-552-250-4307) and will be utilized for this purpose.

VI. EXHIBITS

1. Resolution No. 26-033

Attachments

Resolution No. 26-033.pdf

RESOLUTION NO. 26-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFERING REWARDS FOR INFORMATION RESULTING IN SUCCESSFUL ENFORCEMENT ACTION BY THE CITY AGAINST ANY PERSON FOR VIOLATING THE CITY'S FIREWORKS ORDINANCE

WHEREAS, the City Council of the City of Carson, a charter city ("City"), has broad authority under Article XI, Sections 5 and 7 of the California Constitution, and the City's Charter ("Charter") to offer and pay rewards to persons who provide information aiding the City in enforcement of its fireworks ordinance, Carson Municipal Code ("CMC") Sections 3101 *et seq*. ("Fireworks Ordinance"), and to establish regulations governing the making and paying of such rewards; and

WHEREAS, fireworks pose a threat to public health, safety and welfare, as they have the potential to cause fires and bodily injury, in addition to causing public nuisance conditions such as loud noises, explosions, and smoke. Accordingly, the Fireworks Ordinance, as most recently amended by the City Council's adoption of Ordinance No. 25-2507 of March 18, 2025, prohibits the sale, use and charge of all fireworks in the City; and

WHEREAS, the City imposes administrative fines for violations of the Fireworks Ordinance pursuant to the Fireworks Ordinance, CMC 1203 *et seq*., and City Council resolution - currently Resolution No. 25-069. Additionally, the City is empowered to prosecute violations of the Fireworks Ordinance as misdemeanors, among other enforcement mechanisms; and

WHEREAS, despite having increased its administrative fine amounts multiple times in recent years, the City has experienced continued rampant violations of the Fireworks Ordinance every Fourth of July season, and has had chronic difficulty with effectively enforcing its Fireworks Ordinance as necessary to address, control and deter violations despite dedicating significant law enforcement resources to such efforts. This is in part because of an unwillingness on the part of residents or members of the public to report violations that they witness or to cooperate with law enforcement in identifying individuals whom they have witnessed violating the Fireworks Ordinance; and

WHEREAS, offering rewards for information resulting in successful enforcement action by the City against any person for violating the Fireworks Ordinance will serve to protect public health, safety and welfare by incentivizing residents and members of the public to provide information that will aid the City's law enforcement officers in enforcing the Fireworks Ordinance, thereby holding violators accountable and helping to deter future violations; and

WHEREAS, accordingly, the City Council now sees fit to offer such rewards, and to establish regulations governing the process for claims and entitlement to and payment of such rewards, in furtherance of a "see something, say something" public information and messaging campaign that the City intends to launch in advance of the 2026 Fourth of July season.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full as findings of fact.

SECTION 2. OFFER OF REWARD; PROCEDURES.

A. Offer of Reward; Limit.

1. The City hereby offers a monetary reward, in accordance with the terms of this Resolution, in the amount of Five Hundred Dollars ($500.00) to any person who provides information resulting in successful enforcement action by the City against any person for violating the Fireworks Ordinance, subject to a cumulative per-person reward limit of One Thousand Dollars ($1,000) (i.e., no more than two rewards may be approved to any person).

2. Rewards may be approved and paid pursuant to this Resolution up to a cumulative limit of $25,000. If and when the $25,000 limit is reached, the offer of rewards pursuant to this Resolution shall automatically cease and terminate.

B. Definitions.

1. "Successful enforcement action," as used in this Resolution, means a misdemeanor or infraction conviction obtained by the City for violation of the Fireworks Ordinance, or payment of an administrative fine by a citee to the City pursuant to issuance of an administrative citation for violation of the Fireworks Ordinance or a court judgment thereon, whether or not the citee contested the administrative citation.

2. Information "results in" successful enforcement action, for purposes of this Resolution, if successful enforcement action by the City occurs with respect to the violation and violator as substantially identified/reported in the claimant's submittal and claim for a monetary reward pursuant to this Resolution, and the City Manager determines that but for the submittal by the claimant, the successful enforcement action would not have occurred.

C. Information/Claim Submittal.

1. Required Timing and Information. To be eligible for consideration to receive a monetary reward pursuant to this Resolution, the information must be submitted in writing to the Los Angeles County Sheriff's Department's Carson Sheriff's Station (to the attention of the Captain thereof) on the same day as the reported violation, and must include the following information:

(i) name, address, email address, and phone number of the informant(s);

(ii) name of the person reported to have violated the Fireworks Ordinance;

(iii) address or specific location of the reported violation;

(iv) description of the reported violation;

(v) any photos, videos or other proof of the reported violation that the informant(s) may choose to provide; and

(vi) an express indication that the informant(s) wishes to be eligible for payment of a reward pursuant to this Resolution in the event the information results in successful enforcement action by the City, if the informant(s) wishes to be so eligible.

2. Submittal to City Clerk. Notice of submittal set forth in subparagraph (1), above, shall also be provided to the City Clerk's office in a sealed envelope clearly marked "confidential," within 10 days after the submittal to the Sheriff's Station.

3. City Clerk List of Claims for Reward. The City Clerk shall compile and maintain a list of all submittals that expressly indicate the informant(s) wishes to be eligible for payment of a reward pursuant to this Resolution in the event the information results in successful enforcement action by the City. Such submittals shall be treated as claims for monetary rewards for purposes of this Resolution.

4. Confidentiality of Information Submitted. The City shall maintain in confidence, to the maximum extent permitted by law, the name, address, email address, and phone number of any informant(s) and/or claimant(s) pursuant to this Resolution.

D. Claim Review and Determination.

1. Claim Review. Claims for monetary rewards pursuant to this Resolution as listed by the City Clerk's Office pursuant to subparagraph (C)(3), above, shall be reviewed by the City Manager or designee in coordination with the following departments/offices, as deemed necessary by the City Manager or designee: (1) City's Revenue Division; (2) City Attorney's Office; (3) City Clerk's Office; and (4) Los Angeles County Sheriff's Department's Carson Sheriff's Station Captain or designee. The purpose of such review shall be to determine whether the requirements of this Resolution have been met with respect to the claim, including whether the required information was submitted, whether the submittal resulted in successful enforcement action by the City, and whether any of the exceptions set forth in subsection (E), below, are applicable.

2. Claim Determination. Following the review described above for each claim of reward pursuant to this Resolution, the City Manager shall determine in his or her sole discretion whether or not the requirements of this Resolution have been met as necessary to authorize payment of a reward pursuant to this Resolution. If the City

Manager makes that determination in the affirmative, the City Manager shall approve payment of the reward pursuant to this Resolution, which shall constitute a final determination on the claim, and shall authorize payment of the approved reward. If the City Manager determines that any of the requirements of this Resolution have not been met as necessary to approve payment of a reward pursuant to this Resolution, the City Manager shall reject the claim and issue a notice to the claimant of such determination. The City Manager's determination shall be final.

E. Information Received.

Information of whatever form or nature filed with, submitted to, or otherwise received by the City or any official, officer, employee, or agent of the City with respect to a reported violation of the Fireworks Ordinance, unless accompanied by an express indication of intent to make a claim for payment of a reward as described in subparagraph (C)(1), above, shall be deemed to be filed, submitted, and received for informational purposes only, and no legal claim or right or recovery shall arise therefrom. The City may consider the information submitted for any purpose, in its sole discretion.

Information received pursuant to subsection (C), above, by any City officer, employee or agent other than the Los Angeles County Sheriff's Department's Carson Sheriff's Station shall be immediately transmitted by the recipient to the Los Angeles County Sheriff's Department's Carson Sheriff's Station, and if applicable, to the City Clerk's Office. The City Clerk's office shall transmit to the Los Angeles Sheriff's Department's Carson Sheriff's Station, for its use and investigation, any information which the City Clerk's office receives in order that the Los Angeles Sheriff's Department's Carson Sheriff's Station may coordinate its activity with those law enforcement and governmental agencies legally charged with or responsible for investigation into and/or prosecution of violations or reported violations of the Fireworks Ordinance.

F. Persons Excluded from Receiving Rewards Pursuant to this Resolution:

1. No reward shall be paid to a City official, officer or employee, a dependent thereof, or to a public officer or employee whose employment includes duties of law enforcement.

2. Rewards shall not be paid to persons who have already been compensated by their employer or in some other manner for the actions which are the basis of claiming the reward.

3. No person who was responsible for or involved in the misconduct which is the subject of the City's offer of the monetary reward shall be eligible to receive the reward.

4. No offer of reward shall be made to anyone who is acting as an agent for the suspect(s) or if suspect(s) will benefit from payment of such reward.

G. Implementing Regulations. The City Manager, in his or her sole discretion, is authorized to promulgate regulations to implement or clarify the provisions of this Resolution.

SECTION 3. The City Manager or designee is directed to give public notice of the rewards program established pursuant to this Resolution in a manner deemed appropriate by the City Manager or designee in his or her discretion.

SECTION 4. This Resolution shall replace and supersede Resolution No. 25-071.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by the City Council of the City of Carson, California, at a regular meeting held on the 7th day of April, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

Subject: CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

II. RECOMMENDATION

DISCUSS the report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Public Works Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
April 7, 2026

CITY COUNCIL

	Name	Description	Status
1 D1	Envision Carson Apartments Manhattan Square Townhomes	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Under Construction - Estimated completion 24 months. Townhomes and Apartments in plan check for building plan check Waiting on engineering and traffic approval for Avalon Blvd. improvements and signal. Amended and Restated Development Agreement PC recommended CC approval on January 27, 2026. Obtained City Council approval on March 17, 2026. Waiting on Grace Ave. encroachments. Completing reimbursement agreement for Lennar. Lennar issued building permits for Townhome Products B and D Townhome Products A and C in plan check Apartment building A-B plan check completed Apartment building C-D expected to be submitted for plan check soon
2 D4	Carson Triangle Kott property at Avalon and 213th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Under Construction - Estimated completion 20 months. Demolition complete Building permit applications for the affordable housing were submitted to Building and Safety for plan check review and plan check corrections were provided to the applicant. Plan check resubmittal is pending. Final Map in Progress – Outstanding COAs, including affordable housing covenant

	Name	Description	Status
			Coordinating affordable housing covenant
3 D1	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check (Specific Plan Planning Areas 3) Lenardo Street improvements – second plan check for rough grading recently approved, structural footings, traffic signal location adjustments review in progress. Del Amo median improvements in plan check.
4 D2	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5 D2	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Closed due to inactivity.
6 D1	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7 D3	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to Conditions executed on 9/15/25. Site is subject to a CLRRA agreement. Site is subject to a CLRRA agreement. Deposit replenishment on 7/21/25. Faring is transferring property to Lennar (pending). Lennar will coordinate cleanup with DTSC through CLRRA process. Cleanup has not started. Construction schedule pending approval of Remediation Action Plan by DTSC. Lennar must assume DA and establish reimbursement agreement.
8 D2	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of	Approved. Pending plan check submittal

	Name	Description	Status
		office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	
9 D3	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	In Plan Check. Planning Commission approved on 11/25/25.
10 D4	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Complete
11 D4	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Under Construction
12 D3	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Complete
13 D3	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check. Revisions submitted
14 D4	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Conditions under review. AMMR approved. CAO confirmed License Agreement is not needed since applicant has an agreement with railroad for encroachment purposes.
15 D1	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review. Community meeting held in January 2026. To ensure community participation, second community meeting held on 2/10/26. Project was deemed complete. Item scheduled for 3/10/26 PC public hearing meeting and PC approved denial in 5-2 vote. An appeal to be heard by the CC was submitted on 3/23/26. Under review.

	Name	Description	Status
16 D2	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
17 D1	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Under Review. Applicant preparing material for resubmittal. Due to inactivity, a close out letter was sent on 3/5 where the applicant has 30 days to respond with an update to the project.
18 D2	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space	Approved. Applicant working with Engineering to schedule Final Map to CC
19 D1	Anastasi	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved. Applicant working with Engineering to schedule Final Map to CC. New property owner/developer obtained approval for a one-year extension of time application.
20 D4	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Construction complete.
21 D2	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa Ave., Eight (individual) single-family residences (SFR)	Concurrence letter signed. On 12/9/25 Planning Commission continued the matter. Community meeting scheduled for 6:30PM on March 4, 2026, at Carson Park Activity Room. Follow-up Community Meeting required. Targeting 2nd week of April at same location.
22 D2	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Site vacated (business decision). Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
23 D2	SyWest	20100 Figueroa St. (placeholder address 20151 Main St.) Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
24 D4	Carson Hospitality Group Inc.	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new	Hotel development project withdrawn/closed out. Plan Check for the new hotel expired. Applicant

	Name	Description	Status
		bar/lounge, (111 key) and Tentative Parcel Map (TPM) to split one lot into two so that the new hotel	allowed entitlement to expire. Related Tentative Parcel Map (TPM) approved. Applicant moving forward with TPM.
25 D4	Target	20700 Avalon Blvd. Drive-up spaces	Under Construction/Awaiting Final Inspection
26 D4	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved
27 D2	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction expected to restart mid-2025
28 D1	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
29 D4	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Complete
30 D4	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
31 D4	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
32 D4	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
33 D4	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	On Hold
34 D4	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
35 D2	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
36 D1	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
37 D1	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
38 D1	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF)	Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction

	Name	Description	Status
		Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction Phase 2: 6,878 SF Clubhouse includes a restaurant Status: Approved Phase 3: Twenty-one (21) Outdoor Courts Status: Under Review	A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Under construction
39 D1	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation, the new building footprint will be reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
40 D1	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Construction complete.
41 D2	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review
42 D4	Carson Companies	1281 E. University Dr. at the northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
43 D4	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review. Awaiting applicant resubmittal. Site vacated per settlement agreement.
44 D1	Dutch Bros.	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	Approved. Demo/Grading in Plan Check Building.
45 D2	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Formal submittal is pending

	Name	Description	Status
46 D2	McDonalds Drive-Through Preapplication Review (PAR)	22309 Main St. Existing: Vacant Proposed: PAR conceptual review of a 3,694 SF drive-through restaurant	Pre-application Review completed
47 D1	Carson Plaza Façade Improvement	615 E University Dr. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Under Construction
48 D1	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Approved. In Plan Check with Building and Safety
49 D1	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	On Hold (Interim Urgency Ordinance Moratorium Drive-through Restaurants)
50 D1	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Withdrawn
51 D1	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review, awaiting applicant resubmittal
52 D2	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
53 D1	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
54 D3	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request for extended expiration date	Approved
55 D3	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: Porsche Lithium Battery Evaluation Facility	Approved. Fire determined the amount (one to two EV batteries per month) is

	Name	Description	Status
			not considered to be hazardous material, so no CUP is required.
56 D4	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
57 D1	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review
58 D1	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Under Review
59 D1	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Complete
60 D2	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
61 D1	Manilla Sunrise Restaurant	21828 Main St. Existing: Restaurant Proposed: Kitchen addition	Under Review
62 D4	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Under Review
63 D1	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant work with Transtech Engineering and Engineering Services for Final Map
64 D1	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Under Review
65 D1	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
66 D1	Rexford Warehouse Pre-application Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Complete
67 D1	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
68 D3	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Due to inactivity, application is pending closure by staff.
69 D2	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved, in plan check

	Name	Description	Status
70 D3	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Withdrawn
71 D3	Preapplication Review (PAR)	2320 E. Dominguez St. Existing: Proposed: "Dockzilla" Relocate and install new dock high modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	Under Review
73 D2	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Approved
74 D2	United Oil Convenience Store Remodel	22235 Figueroa St. Updated Façade, Interior renovation, and exterior repairs/maintenance	Approved, awaiting plan check submittal
75 D3	Promise Energy BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system and related new inverters to be integrated with an existing photovoltaic (solar) system	Under Review, pending resubmittal
76 D3	Lamberton Truck Yard	20915 Lamberton Avenue. Existing: Vacant Proposed: truck yard.	Under Review, pending resubmittal
77 D3	CenterPoint	2850 E. Del Amo Blvd. Existing: 264,000-square-foot warehouse building Proposed: Redevelop 19.18 acre with a new 154,351-square-foot concrete tilt-up building, truck yard, container/trailer storage, and related site improvements.	Under Review
78 D4	Phillips 66	1520 E. Sepulveda Blvd. Existing: Phillips 66 refinery Proposed: Diamond Gateway Project. Demolition, remediations, and redevelop 223-acre site with six (6) new tilt-up industrial buildings with ancillary office uses. Three of the proposed industrial buildings would include cross-docks. Specific Plan and EIR required.	Under Review. Staff comment letter sent to applicant, CAO, and City environmental consultants. NOP is moving forward and scoping meeting tentatively scheduled for Wed., April 29, 2026
79 D1	Avalon West	21243 Avalon Blvd. and 640 E. 213th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review
80 D1	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-family development (356 market-rate townhomes and 40 affordable housing rental units)	Under Review
81 D3	Dominguez Pizza	2653 E. Carson St. Construct a new two-story, 4,445 SF mixed-use building containing a restaurant at ground level and three rental units above. Also requesting reduction in required parking spaces.	Under Review

	Name	Description	Status
82 D2	Preapplication Review (PAR) KB Homes	23529 Figueroa St. PAR proposal to demolish a storage facility and redevelop site with a new gated 82-unit condominium designed as townhomes.	Review completed and response letter provided.
83 D1	18700 Broadway	18700 Broadway. Transloading company proposing to demolish the existing building, have outdoor storage, and related parking improvements.	Under Review, pending resubmittal & fee payment
84 D1	18121 Broadway	Renovation of 4-unit warehouse building and parking lot	Under Review
85	Carson Civic Center Specific Plan	Propose a Specific Plan for the Carson Civic Center campus redevelopment	1/6/26 City Council approved
86 D3	Preapplication Review (PAR) Nathan Battle	21111 Wilmington Ave. Pre-application review, construct a 52,500 SF warehouse containing 5,000 SF front office area including mezzanine, eight (8) loading doors and one drive-in door.	Complete
87 D4	Preapplication Review (PAR) Pacific Industrial	2403 E 223rd St – Pre-application review. Existing: Vacant. Proposing to redevelop an approximately 4.2-acre site with a private, fleet-oriented electric vehicle charging facility	Complete
88	Brownfield Grants Awarded	Since 2022, City has been awarded five ECRG grants for $1,426,000 and plus two EPA grants for $1,500,000. Implementation is underway.	CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. Bids for supplemental site investigation have been solicited. Oversight now being overseen by Regional Waterboard. • SyWest site - DTSC provided final approval of the Supplemental Site Investigation Workplan. Additional site assessment to determine the lateral extend of landfill is scheduled for later this year • Staff is assisting ALMA Backyard Farms with environmental assessment work for a site they are looking to Purchase 17505 S. Main Street.

	Name	Description	Status
			Staff is working on setting up a city-wide revolving loan fund (RLF) program with EPA awards. On 1/26, staff kickstarted the Brownfield Fellowship Program with CSUDH as part of its ECRG community engagement efforts. This effort will engage students in the university to learning more about brownfield redevelopment in Carson.
89	Brownfields (Grants Submitted)	US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs	Grant application submitted on 9/26. Awarded week of Feb. 16th.
90	Brownfields (Grants Under Review)	Transformative Climate Communities	Evaluating funding under this program for Carson and are actively developing a project list. A community engagement contract with CSUDH has been entered to further expand existing partnerships and make a more competitive TCC application.
91	Real Property (Acquisition Grant)	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	Discussing next steps in the acquisition process with the property owner. Environmental assessment work has commenced. Staff is meeting with DTSC this week to discuss potential regulatory oversight to ensure that the site is clear for park use.
92	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
93	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The

	Name	Description	Status
			implementation of the General Plan and the Housing Element are ongoing
94	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
95	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	In Progress
96	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	On February 17, 2026, Approved by the City Council. Planning Commission recommended approval to City Council.
97	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	Under Review. On June 24, 2025, the Planning Commission continued the item.
98	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	Approved. On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025. Approved by Council on September 2, 2025.
99	City of Carson	Urgency Moratorium Carwash	In Progress. City Council approved extension.
100	City of Carson	Urgency Moratorium Drive-through Restaurants	In Progress. City Council approved 45-day moratorium. CC Approved Urgency Ord. No. 26-2604U extension request on 3/3/26
101	City of Carson	Artificial Turf Ordinance for all residential uses only	In Progress
102	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
103	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances to be presented to the City Council on July 1, 2025. Second Reading approved by City Council

	Name	Description	Status
104	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.
105	City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
106	City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD)	The EIFD Board approved its FY 25-26 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans. The County is working on reimbursement agreement with the Carson EIFD to get started on the work.
107	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. Public Safety lead. City Attorney's office will be drafting the ordinance.
108	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Staff prepared new renderings to account for a larger budget. • 302 E. Carson St – Planning application is received. Approval is pending.

	Name	Description	Status
			• Two new applicants: Plaza 219th & Avalon Blvd and Carson Plaza at Carson St. near Vera St. Council Façade Presentation Update completed on 11/05/25 with a New Façade Loan Program Under Development. Three additional grant funding agreements are anticipated to be presented to City Council for approval in March 2026.
109	City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. A community meeting was held in May 2025. Bids have been received. Staff is preparing funding agreements for future Council approval. A budget request will also be made to fully fund the project at a future City Council meeting (anticipate March 2026).
110	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including Development Impact Fees, Community Benefits, Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and Community Facilities Districts or other Alternative Funding Mechanisms.	Project kick-off in Spring 2025. Currently in data gathering phase. Scheduling departmental meetings to assess long-term infrastructure needs of each department. Council Subcommittee meetings were held in November 2025. Meetings with key stakeholders including large developers and landowners are being held in January 2026. Community-wide engagement to start next month (Town Hall Meeting on February 25).
111	City of Carson - Pipeline Franchise Ordinance	Update and modernize the City's Pipeline Franchise Ordinance pipeline franchise ordinance to improve compliance with existing regulations and update rates, fees, insurance and other related requirements.	A stakeholders meeting was held on June 11, 2025, with franchisee. Completed an update on the draft Ordinance based on feedback received and sent the draft to the franchisee for final input in October 2025. One on One meetings were held in November and December with Franchisees. The Ordinance is scheduled to go to Council in 2026.

	Name	Description	Status
112	City of Carson – Petroleum Administration	Annual Audit of Oil and Gas Operations	Last Fall 2025, the City's Petroleum Administrator began the annual audit of oil and gas operation facilities in Carson. Draft reports are being prepared and will be brought forth to City Council once completed.

CITY OF CARSON
PUBLIC WORKS DEPARTMENT
18620 S. Broadway, Carson CA 90248

MARCH 2026
Monthly Report

Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff is comprised of 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department, and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and the City Council in determining project priorities.

Street Improvements

- PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT
    - Location: Sepulveda Blvd. from Alameda to East City Limit
    - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
    - Budget: $12,000,000.00
    - Current Phase: FINAL DESIGN
        - Status as of February 20, 2025: Designer to send over revised plans to go out to bid, with a non-mandatory bidding. Plan on opening bids in late March 2025.
        - Status as of March 20, 2025: Designer to send over revised plans to go out to bid with a non-mandatory bidding. We plan to open bids in late March.
        - Status as of April 21, 2025: Opened Bids on April 9,2025. Beador appears to be the lowest bidder at $21,95,300. Plan to verify bids by April 24, 2025.
        - Status as of May 22, 2025**:** Notice Of Intent (NOI) sent out to award contract to Beador. Staff are looking to award contract at the second City Council meeting in July.
        - Status as of June 18, 2025: Council Date to award for Beador is first meeting in August.
        - Status as of July 24, 2025: Marathon is moving utilities. The Council date has been moved to September pending permits from State Water Resources Control Board (SWRCB) and the Metropolitan Transportation Authority (MTA) funding.
        - Status as of August 20, 2025: Awaiting funding agreement from MTA and public outreach proposal. The award of the construction contract should go to Council at the October 7, 2025, meeting.
        - Status as of September 18, 2025: Awarding Construction Contract to Beador at the October 21st Council meeting**.**
        - Status as of October 23, 2025: Award of contract scheduled for November 5th.

- Status as of November 20, 2025: The contract is being routed for signatures.
- Status as of December 17, 2025: Pre-construction meeting to be held on December 22, 2025, with Beador Construction.
- Status as of January 22, 2026: Notice To Proceed (NTP) was issued for January 19, 2026, with a completion date of March 9, 2028.
- Status as of February 19, 2026: Pre-construction activities with the contractor, submittal review and utility coordination.
- **Status as of March 19, 2026:** Submittal review and approval

- PW1536: BUS AMENITY AND WAYFINDING PROJECT
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work
  - Status as of January 22, 2026: The team met with Metro on January 20, 2026; to discuss grant status, follow-up meeting is scheduled for January 22, 2026.
  - Status as of February 19, 2026: Submitted a Project Closeout Plan to MTA on January 28, 2026, to close out this project.
  - **Status as of March 19, 2026:** Continuing to work with MTA to close the project out.

- PW1823: WAYFINDING SIGNS – PLANNING AND DESIGN CONCEPT ONLY
  - Location: Citywide
  - Description: Comprehensive Signage Plan – Planning and Design Concepts Only
  - Budget: $23,500.00
  - Consultant: Graphic Solutions
  - Schedule: 3 Months
  - Contract: 25-282
  - Purchase Order FY 25/26: 22061283
  - Status as of December 17, 2025: Received proposal from Graphic Solutions on November 26, 2025. Certificate of Insurance was approved on December 9, 2025. Agreement was drafted by the City Attorney's office and signed by Graphic Solutions on December 11, 2025. Agreement was signed by City Attorney and the Public Works Director on December 17, 2025. Contract is pending signature from City Clerk and generation of a purchase order.
  - Status as of January 22, 2026: Project kick-off meeting was held on January 14, 2026. First deliverable item is expected the first week of February 2026.
  - Status as of February 19, 2026: A meeting took place on Thursday, January 29, 2026, with Graphic Solutions and the City of Carson stakeholders to review first conceptual drawing package. A second deliverable from Graphic Solutions is expected by the end of February 2026. Planning phase with Graphic Solutions is expected to be complete by March 2026.
  - **Status as of March 19, 2026:** Vendor: "Graphic Solutions" has failed to submit final deliverables. 3-month project schedule ends on March 22,2026. Staff has requested a recovery schedule from vendor.

- PW1608: MLK JR. STREET/ROAD IMPROVEMENTS
  - Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
  - Status as of March 20, 2025: Council approved PSE and recording a "Notice of Exemption" with the LA County Clerk and the State Clearing House on March 4, City Council Meeting.
  - Status as of April 21, 2025: Awaiting report from consultant on the report for the GPR testing.

- Status as of May 22, 2025: Additional soil testing performed over the landfill area on the western part of project between Main Street and the bridge.
- Status as of June 18, 2025: Consultant is preparing a schedule for designs next steps, to adjust the design to incorporate landfill areas.
- Status as of July 24, 2025: Design consultant is requesting additional funding for hydrology study and design of storm drains.
- Status as of August 20, 2025: Tait is now working on re-design of road, survey this month. Final plans are due October 6, 2025.
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: On schedule to open bids mid-November.
- Status as of November 20, 2025: Project is out for bids.
- Status as of December 17, 2025: Bid opening is currently scheduled for January 5, 2026.
- Status as of January 22, 2026: Lowest Responsible Bidder: RJ Noble at $4.9 Million.
- Status as of February 19, 2026: Seeking to identify funding for project.
- **Status as of March 19, 2026:** Continuing to pursue funding for the project.

- PW1655: CARSON ST. REHABILITATION PROJECT
  - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
  - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,799,100.00
  - Status: COMPLETION AND CLOSEOUT
    - Status as of February 20, 2025: Working on design for left-turn pocket repairs.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Working on design for left-turn pocket repairs.
    - Status as of May 22, 2025: Left turn repairs 50% design received on May 9, 2025.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: Contractor is scheduled to complete repairs during the second week of December.
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: No update
    - Status as of February 19, 2026: Pending completion of repairs.

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update

- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: 90% PS&E package being reviewed by staff. Equipment to be ordered ahead of construction utilizing Prop C funds.
- Status as of September 18, 2025: Award of contract for equipment order tentatively scheduled to go to City Council on September 30, 2025.
- Status as of October 23, 2025: Award of the contract for equipment order was approved by City Council on September 30, 2025. Staff working to place the order.
- Status as of November 20, 2025: Equipment order expected to arrive by November 20, 2025. Consultant working to address revisions on final PS&E package.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- Status as of February 19, 2026: Consultant performing final review of PS&E package, FA amendment approved by City Council on February 17, 2026.
- **Status as of March 19, 2026:** City to conduct final review of plans and sign.

- <u>PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED</u>
  - Location: All bridges with an open inspection report
  - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
  - Status: CONTRACT EXECUTION
    - Staff will make a recommendation to the City Council on June 6, 2023, to award a contract to Beador Construction Company, Inc. (Staff report 2023-0379)
  - Status as of January 16, 2025: Pending permit from Caltrans for bridge at 91 freeway and Central Avenue.
  - Status as of February 20, 2025: Contractor is revising the permit application at 91 Freeway and Central Avenue per Caltrans comments.
  - Status as of March 20, 2025**:** No update
  - Status as of April 21, 2025: Staff resubmitted revised encroachment permit application for 91 Freeway and Central Avenue. Caltrans is currently reviewing revised permit application.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Revised traffic control plans submitted to city for review.
  - Status as of July 24, 2025: Revising traffic control plans for 223rd Street and Alameda Street, Main Street and Dominguez Channel, Central and 91 Fwy.
  - Status as of August 20, 2025: All permits have been issued by Caltrans. Staff will work with contractors to mobilize in September**.**
  - Status as of September 18, 2025: Preconstruction meeting scheduled for September 24th, 2025.
  - Status as of October 23, 2025: Construction in progress
  - Status as of November 20, 2025: Construction in progress. Bridge deck cracks sealed at Del Amo Blvd, Sepulveda Blvd, 223rd Street, and Main Street.
  - Status as of December 17, 2025: Construction is in progress. Joint replacement and striping are in progress. Steel girder paint at 213th Street Bridge tested positive for lead. The project will require additional funds estimated at $300,000.00 for lead abatement on the 213th Street Bridge steel superstructure. Staff requested a formal estimate from the contractor for lead abatement.

- Status as of January 22, 2026: As directed, the painting of the 213th Street Bridge steel girders was suspended from project scope due to added costs and requirements for lead abatement. Staff are working on closing out the project.
- Status as of February 19, 2026: Contractor is working on final invoice to close out the project.
- **Status as of March 19, 2026:** Staff is reviewing final invoices to closeout project. Staff is working on project closeout staff report for the May 2026 council agenda.

- PW1765: LOMITA BLVD
  - Status as of February 20, 2025: Plan review shared with design consultant. The additional Task Order is currently being reviewed.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: Working with consultant on change order request for additional work for right-of-way and stormwater design work.
  - Status as of May 22, 2025: Additional Change Order required to continue work.
  - Status as of June 18, 2025: Additional funding for Task Order available in July.
  - Status as of July 24, 2025: Additional Task Order is pending Purchase Order roll-over for new fiscal year.
  - Status as of August 20, 2025: Awaiting Change Order request from Tait for continuation of design.
  - Status as of September 18, 2025: Expecting Change Order from Tait to continue with storm drain and hydrology study.
  - Status as of October 23, 2025: Consultant is revising change order request.
  - Status as of November 20, 2025: Seeking alternate funding options for design
  - Status as of December 17, 2025: Funding from Caltrans will be used to cover the additional design costs.
  - Status as of January 22, 2026: Going to Council to request increase in the Task Order amount to cover the consultant fees.
  - Status as of February 19, 2026: Issuing task order for potholing and storm water design work.
  - **Status as of March 19, 2026:** Consultant is doing geotechnical and utility investigation.

- PW1775: 213TH ST. STREET LIGHTS
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Waiting for draft SCE design.
    - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
    - Status as of May 22, 2025: LA County reviewing plans.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update

- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: No update
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- **Status as of March 19, 2026:** SCE provided an update stating they anticipate completing the lighting plan by June 2026.

- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025:
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.
  - Budget: $3,525,000
  - Status as of January 16, 2025: Design ongoing
  - Status as of February 20, 2025: Design ongoing
  - Status as of March 20, 2025: Received final conceptual design from consultant. Staff planning next phase of design.
  - Status as of April 21, 2025: Conducted meeting with the consultant on April 3, 2025, to discuss next phase of design, anticipate receiving a proposal by end of April. Staff are also coordinating a meeting with CSUDH for late April.
  - Status as of May 22, 2025: Staff reviewed conceptual design with CSUDH and received comments. Staff are reviewing the consultant's proposal for completion of design and PS&E package.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: The Memorandum of Understanding (MOU) with CSUDH is scheduled to go to Council at the regular September 2, 2025, City Council Meeting.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: Consultant has begun working on PS&E.
  - Status as of November 20, 2025: Consultant continuing to work on PS&E package. City staff to schedule meeting with CSUDH to present update to design.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: City and consultants met with CSUDH staff on December 10, 2025; to continue collaboration on design. The staff report to propose naming the transit center, "University Transit Center" is anticipated to go to City Council in February 2026.
  - Status as of February 19, 2026: Consultant submitted design documents for review by staff. Staff report for naming transit center anticipated to go to City Council in March 2026.

- **Status as of March 19, 2026:** Staff reviewed design documents and submitted comments back to the design consultant.

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of March 20, 2025: Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.
  - Status as of April 21, 2025: Working with the consultant and Risk Management to obtain a Certificate of Insurance with correct endorsements and insured parties listed
  - Status as of May 22, 2025: Executed contract, working internally to create purchase order.
  - Status as of June 18, 2025**:** No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: Planning project ongoing – Project Management Plan complete, outreach anticipated to start this Fall.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: Planning project ongoing – Priority Corridors Memorandum complete, website and survey drafted.
  - Status as of November 20, 2025: Consultant working with PIO and IT to develop website and outreach materials. Outreach events scheduled to begin in early December.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: Several outreach events were held in December 2025 and January 2026. Additional outreach will be offered via a virtual meeting on February 5, 2026.
  - Status as of February 19, 2026: Planning project ongoing. After first period of outreach, consultant's focus is now on conceptual design development and policy development.
  - **Status as of March 19, 2026:** Staff is reviewing design deliverables; staff coordinating internal stakeholder engagement meeting for late April.

- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)
  - Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
  - Status as of March 20, 2025: Staff are revising the request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.
  - Status as of April 21, 2025: Proposals for selection of a design consultant are due April 28, 2025. Staff anticipate awarding a contract to a design consultant in June 2025 to start design. Construction is expected to start in the first quarter of 2026.
  - Status as of May 22, 2025: Proposal ranking was submitted to Purchasing on May 22,2025 to prepare a notice of intent to award (NOI). Staff anticipate presenting a staff report at the July 1, 2025, City Council meeting to award a design contract.
  - Status as of June 18, 2025: Status as of June 18, 2025: Staff met with the design consultant of the highest ranked proposal on Thursday June 12th and Tuesday June 17th to clarify the scope of work and negotiate a lower fee proposal for the design portion of the project. Staff anticipate receiving an updated fee schedule by Friday June 20th. Staff plans on presenting a staff report at the July 15, 2025, City Council meeting to award a design contract.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Staff Report to award design contract completed on July 2, 2025, and contract agreement was finalized on July 24, 2025.

- Status as of August 20, 2025: Staff Report to award federal design contract to AYCE will be presented at the September 2, 2025, City Council meeting.
- Status as of September 18, 2025: Staff is routing contract for signatures and issuing purchase order. Notice to proceed is expected to be distributed in September 2025.
- Status as of October 23, 2025: Engineering design in progress. Preliminary design construction plans are expected in November 2025.
- Status as of November 20, 2025: Engineering design is 60% complete.
- Status as of December 17, 2025: Staff is working on bid package and the request for authorization for federal construction funds. 100% PS&E expected to be complete by January 2026.
- Status as of January 22, 2026: PS&E are 90% complete. Staff are finalizing the bid package and submitting a request for authorization for construction in January 2026.
- Status as of February 19, 2026: Request for Authorization for Construction was submitted to Caltrans on February 17, 2026.
- **Status as of March 19, 2026:** Staff is working on finalizing right-of-way certification. Right-of-way approval is pending utility agreements.

- PW1757: MAIN STREET – 228TH TO LOMITA
  - Location: Main Street from 228th Street to Lomita Boulevard
  - Description: The project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,100,000
  - Status: DESIGN
  - Status as of February 20, 2025: Comments submitted to Tait for 50% design.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: 90% design was submitted to the City. Comments being returned to the design team this month.
  - Status as of May 22, 2025: 100% design being completed.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: 100% Design Complete. Awaiting funding.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: Staff report has been submitted and CEQA is being completed. Item is going to City Council Meeting on January 6, 2026, for funding approval.
  - Status as of January 22, 2026: No Update

- PW1801: MEDIAN STREETSCAPE – CIVIC CORRIDOR, ALONG CARSON STREET (From the I-405 Freeway to Grace Avenue) and Avalon Boulevard (From 220th Street to I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway)
  - Location: Carson Street and Avalon Boulevard
  - Description: Irrigation upgrades, landscaping upgrades in City medians
  - Budget: $2,000,000
  - Status: DESIGN COMPLETE
  - Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
  - Status as of March 20, 2025: Staff negotiated with the consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.

- Status as of April 21, 2025**:** Consultant received the Notice to Proceed on March 19, 2025, and is working on the design.
- Status as of May 22, 2025: Received draft landscape plans and civil plans. Staff provided input on irrigation equipment.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: Landscape upgrades to be implemented utilizing landscape maintenance contracts.
- Status as of September 18, 2025: Staff working to review bid package before advertising for construction.
- Status as of October 23, 2025: On October 21, City Council approved the PS&E for the project, authorized staff to advertise for construction, and authorized staff to record the "Notice of Exemption".
- Status as of November 20, 2025: Staff working with Finance to identify funding and revising PS&E package to give City Council options for award of contract.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: Project to be bid for construction in Fiscal year 26/27.
- Status as of February 19, 2026: Funding anticipated to be secured for current fiscal year. Consultant working to address revisions to PS&E package.
- **Status as of March 19, 2026:** Staff has reviewed PS&E package and requested final changes from the consultant. Advertisement for construction is anticipated for next week.

Traffic Signal Improvements

- PW1612: TRAFFIC SIGNAL INSTALLATION – BROADWAY AND GRIFFITH
  - Location: Intersection of Broadway and Griffith Street
  - Description: Installation of new traffic signal
  - Budget: $600,000
  - Status: DESIGN
  - Status as of August 20, 2025: Consultant working on 60% design of intersection.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: City staff reviewing 60% plans
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: City returned comments to consultant on the 60% plans; consultant is working to address comments.

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN

- Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Pending Metro's decision on the scope modification request.
- Status as of August 20, 2025: No update
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: No update
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: City met with Metro on January 20, 2026; to discuss this grant project. A follow-up meeting is scheduled for January 22, 2026. Staff also reached out with RFP to on-call engineering consultants.
- Status as of February 19, 2026: City submitted revised Scope of Work Change Request to MTA on January 28, 2026, for their review.
- **Status as of March 19, 2026:** MTA confirmed that Scope of Work Change Request is being reviewed.

- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of February 20, 2025: Received comments from Caltrans. Resubmitted Request for Authorization for Construction to Caltrans February 3, 2025.
  - Status as of March 20, 2025: Construction project planned to be advertised on March 20, 2025, under IFB 25-08.
  - Status as of April 21, 2025: Project was advertised to contractors on March 18, 2025, with bids due May 22, 2025. The supplemental funding agreement for construction funds was approved by City Council at the April 1, 2025, meeting.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025**:** No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: Contract award anticipated to be requested at the September 16, 2025, City Council Meeting.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: Contract award was approved at City Council on September 30, 2025. Staff are working to execute the contract and issue the purchase order.
  - Status as of November 20, 2025: Contract has been executed. Staff waiting for Purchase Order before Notice to Proceed is issued.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: Notice to Proceed issued February 4, 2026. Contractor working on submittals and getting excavation permit.

- **Status as of March 19, 2026:** Contractor is continuing to work through submittals.

- PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES
  - Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
  - Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
  - Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.
  - Budget: $4,220,000 (Measure R Grant)
  - Status: DESIGN AND PERMITTING
    - Status as of February 20, 2025: Bids were received February 3, 2025. Staff is reviewing the bids.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Supplemental agreement to extend grant deadline on City Council agenda for April 15, 2025. Notice of Intent to Award issued April 8, 2025. Project award on agenda for May 6, 2025, City Council meeting.
    - Status as of May 22, 2025: Agenda item for award of construction pushed back to June 3, 2025, City Council meeting.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: Staff to recommend award contract to Belco Electric at City Council Meeting on August 5, 2025.
    - Status as of August 20, 2025: Contract awarded to Belco Electric at City Council on August 5, 2025.
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: Contract has been executed, staff working to issue purchase order before giving the Notice to Proceed to the contractor.
    - Status as of November 20, 2025: Purchase Order has been generated. Staff are working to coordinate kick-off meeting for the first week of December. Notice to Proceed to be issued before the end of November.
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: Notice to Proceed (NTP) was issued in December. Construction manager is reviewing RFIs and coordinating a site visit to review signal pole conflicts.
    - Status as of February 19, 2026: City Staff, LA County, and CM consultant performed site walk on February 5, 2026, to review clearances and respond to RFIs.
    - **Status as of March 19, 2026:** Contractor is working on submittals.

- PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
  - Status as of February 20, 2025: Staff are reviewing reference for the low bidder.
  - Status as of March 20, 2025: Staff report prepared to award construction contract, anticipated for April 15, 2025, City Council meeting.

- Status as of April 21, 2025: Award of construction contract anticipated for May 6, 2025, City Council Meeting.
- Status as of May 22, 2025: Staff is working with the contractor to execute the contract.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Contract executed July 23, 2025.
- Status as of August 20, 2025: A Notice to Proceed will be issued to the contractor when the Purchase Order is created.
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: Contractor to submit excavation permit and begin potholing next month.
- Status as of November 20, 2025: Contractor issued excavation permit application. Staff provided feedback and contractor revised. Staff reviewing revised application, potholing expected to occur early December.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- Status as of February 19, 2026: Contractor performed potholing, submittals of RFIs and equipment orders.
- **Status as of March 19, 2026:** Contractor working on proposal for additional work to address required changes from plans.

- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $640,000
  - Status: DESIGN
    - Consultant preparing 60% plans.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Change order was approved and Notice to Proceed on additional scope was issued March 5, 2025.
    - Status as of April 21, 2025: Revised 90% design submitted and plans are in plan check.
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: 100% plans were received on July 14, 2025
    - Status as of August 20, 2025: Staff reviewed and submitted feedback on 100% PS&E.
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: On October 21, City Council approved the PS&E for the project, authorized staff to advertise for construction, and authorized staff to record the “Notice of Exemption”.
    - Status as of November 20, 2025: Staff working to advertise the project for construction bids, expected in early December.
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: Project is being advertised for construction bids on January 20, 2026. Bidding closes on March 12, 2026.
    - Status as of February 19, 2026: Bidding is still in progress.
    - **Status as of March 19, 2026:** Bidding closed March 12, 2026. Seven bids were received. Notice of intent to award was issued March 17, 2026.

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1612 – Broadway at Griffith St	In Design	TBD
PW 1667-Avalon Blvd at Gardena Blvd	February 2026	TBD
PW 1649-Avalon Blvd at Victoria Ave	March 2026	TBD
PW 1784- Central Ave at University Dr	May 2026	TBD
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	
PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657-Main St at 220th St	March 2026	TBD
PW 1649 -Main St at 223rd St	March 2026	TBD
PW 1657-Main St at Albertoni St	March 2026	TBD
PW 1649-Main St at Sepulveda Blvd	March 2026	TBD
PW1657-Main St at Victoria St	March 2026	TBD
PW 1647-Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647-Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1657-Figueroa St at 223rd St	March 2026	TBD
PW 1657-Figueroa St at 234th St	March 2026	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	March 2026	TBD
PW 1657-Figueroa St at Victoria St	March 2026	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - Status as of January 16, 2025: Selecting two projects to submit for grant funding.
    - Status as of February 20, 2025: Two projects selected – pursuing dry wells and have contacted LA County Parks for a project at Victoria Park.
    - Status as of March 20, 2025: Began work with application for dry wells project.
    - Status as of April 21, 2025: Consultant has begun working on applications for the two projects and a submittal is expected by July 2025.

- Status as of May 22, 2025: Draft applications received from the consultant are being reviewed by staff.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Two conceptual projects are being submitted for Measure W grant funding by the end of the month.
- Status as of August 20, 2025: All primary tasks completed. The final master plan will be submitted to Council for acceptance.
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: Presented project to Safe Clean Water Program for potential funding on November 19, 2025.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- **Status as of March 19, 2026:** Grant funding opportunities are being processed through the Safe Clean Water Program and we expect updates by the end of the fiscal year.

- <u>PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT</u>
  - Location: Calas Park
  - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
  - Current Phase: Request for Proposals to perform design services.
  - Status as of February 20, 2025: Project has begun CEQA process and consultant is working on the 60% design.
  - Status as of March 20, 2025: 60% Design scheduled for delivery and review.
  - Status as of April 21, 2025: Comments returned to the consultant. Work continues to progress towards 90% design.
  - Status as of May 22, 2025: Consultant has submitted the 90% design. This will be reviewed in June 2025.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: 90% PS&E completed. CEQA was determined to be a Mitigated Negative Declaration and working towards submittal.
  - Status as of August 20, 2025: 100% PS&E submitted by the consultant. Work will begin on preparing for permits before putting the project out for construction.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: CEQA completed and posted. Permit applications put out for review by Los Angeles County.
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: Pending state water board decision on funding for project, which was paused due to a change in design.
  - Status as of January 22, 2026: Project will be presented to Council for acceptance of design. Still pending state water board decision on funding.
  - Status as of February 19, 2026: Authorization for construction scheduled for the March 17, 2026, City Council meeting.
  - **Status as of March 19, 2026:** Approved through City Council. Finalizing the documents required for permits and awaiting approval from the State Water Boards for changes in design.

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
  - Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
  - Status as of March 20, 2025**:** Completing survey and 60% design expected.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Met with SCE to resolve potential conflicts. 90% design being completed.
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025**:** No update
  - Status as of October 23, 2025: Expecting 100% design in the next month.
  - Status as of November 20, 2025: Design has been delayed; expected completion within the next one to two months.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: 90% Design has been submitted and is under review.
  - **Status as of March 19, 2026:** Comments to be provided on 90% design
  -

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN AND PERMITTING
    - Final design plan review to be completed in January 2024
  - Status as of March 20, 2025: Submitted revised RFA-CON package. Received additional comments from Caltrans.
  - Status as of April 21, 2025: Caltrans returned RFA-CON package for additional corrections. Staff preparing resubmittal. LA County provided comments on street lighting design. Consultant updating plans.
  - Status as of May 22, 2025: Staff resubmitted RFA-CON package with corrections on May 8, 2025.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: Staff waiting for SCE plans for lighting.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update

- Status as of February 19, 2026: No update on SCE plans, Program Supplemental Agreement for 1451 approved at City Council on February 17, 2026.
- **Status as of March 19, 2026:** SCE communicated that City should receive 60% electrical plans for City to review in April 2026.

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.
    - Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
    - Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.
    - Status as of May 22, 2025: Staff working with Community Development to issue Task Order for an on-call environmental consultant.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: Contract amendment for the consultant anticipated to go to City Council on September 2,2025. This will allow the consultant to continue with structural design of underpass and bridge structures.
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: Contract amendment was approved at City Council on September 2, 2025. The Notice to Proceed was issued to the consultant on September 25, 2025.
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: Consultant completed additional soil-boring activities. Once soil data is received, the environmental document will be updated, and structural design will commence.
    - **Status as of March 19, 2026:** Structural engineer is working on reaction loads and anticipates completion by end of March 2026. The environmental document will be updated, and the civil plan can be revised.

- PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of March 20, 2025: Drafting RFP
    - Status as of April 21, 2025: No update

- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: No update
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: Construction
    - Status as of January 16, 2025
      - Pre-con meetings started
      - Demo permit received
      - Contractors mobilized and installed their storage containers
      - Fencing at site perimeter was installed
      - De-grubbing commenced
      - Removal of existing park equipment started
      - Site investigation of nursery began
      - Methane Investigations are underway
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we are working with the contractor to identify alternative solutions to energize the park before project completion.
    - Status as of April 21, 2025: Nursery/expansion work started last week and will continue through the end of April. Musco footings, monument sign, and retaining wall work are ongoing. Electrical trench and conduit installation began on April 14, 2025, and is in progress.
    - Status as of May 22, 2025: Ongoing construction: over-excavation is in progress. We are encountering numerous pipelines and underground materials and facilities that were not shown in the as-builts.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: All materials in the nursery area, including asphalt, concrete , CMU walls, and trellis systems, have been removed. A transient pipe was found and removed. The abatement trenches have been backfilled. Over-excavation

and grading are ongoing, including over-excavation for the walkway around the existing park building and along the north property line for the CMU retaining wall.

- Status as of August 20, 2025: The southeast parking lot has been compacted. Ongoing grading work continues, along with irrigation and sewer line installation. On the north side/volleyball area, over-excavation and compaction are complete. The walkway has been backfilled and compacted. Haul-off of over-excavated material has begun.
- Status as of September 18, 2025: South perimeter fencing has been removed, and the north side fence posts are substantially complete. Dirt export continues, and grading at the Figueroa lot is in progress. Utility work is ongoing in the northwest section and Figueroa lot. The scoreboard footings are ready for concrete, storm drain installation is in progress, and forms with rebar are in place at the north retaining wall. The monument sign potholes have also been backfilled with slurry.
- Status as of October 23, 2025: Installation of the first CMU retaining wall on the north side of the property is complete, and waterproofing and visqueen have been installed on it. The fence posts for the northeast soccer fields have been set, and their concrete has been poured. Concrete curbs for the playground and parking lot are in place, and the curb formwork for the Sepulveda parking lot is also complete. The rebar has been set, and concrete has been poured for the monument sign footing. Grading adjustment for the cheek wall at the northeast corner is complete.
- Status as of November 20, 2025: Work at Carriage Crest Park continues to progress across multiple areas of the site. The scoreboard posts have been installed, and the monument sign caisson footings have been poured. Grading for the Moneta Avenue pathway and ramp was completed, and a French drain was installed behind the CMU retaining wall. Formwork and rebar were put in place for the upcoming concrete pour for the basketball and pickleball courts, while grading for the Moneta connection ramp was completed. Storm drain trenching and installation also continued around the ball fields and dog park areas. Grading around the existing recreation building was completed, with concrete forms set and ready for inspection and placement. An abandoned 2.5-inch pipe along the east fence line was exposed, capped, and demolished. Storm drain connections between the parking lot and soccer fields were completed, and the concrete pad for the basketball courts has now been poured.
- Status as of December 17, 2025: Gas line installation has been completed, and forms and rebar are in place for the pathway around the Figueroa parking lot. Irrigation work is underway around the soccer field area. Monument sign footing caisson caps and the pedestal have been formed and are ready for concrete placement. Exploratory work continues in the MWS Unit No. 2 area.
    - Recent rain events have impacted site operations, resulting in wet and muddy conditions. The UH crew performed soil aeration following the rain, and electrical trenching work was completed midweek. At times, no work occurred on site due to weather constraints; however, cleanup was performed at the southeast intersection following weekend rainfall.
- Status as of January 22, 2026: Monument sign footing installation has been completed, including placement of the base plate, and the MWS Unit #1 over-excavation and compaction work is finished. A temporary concrete patch has also been installed at the damaged construction entrance to maintain site access. It should be noted that persistent rain and wet site conditions over the past month and a half have slowed overall construction progress, resulting in reduced productivity and temporary delays to planned concrete pours.
- Status as of February 19, 2026: Playground Equipment has been set and foundations poured. The structure is fully installed and progressing well toward

completion. Restroom & Storage Buildings Concrete slabs have been poured and CMU block walls are rising — currently at four (4) feet of constructed block. Door frames are set, underground plumbing is in place, and work continues to advance toward enclosure. Concession Stand / Restroom Building Over-excavation has been completed and foundations are progressing. BMPs have been deployed to protect the work from rain impacts. Monument Sign Steel structure has been installed and concrete footings are poured. Both MWS #1 and MWS #2 have been installed and backfill is currently underway. Manhole installations are complete and walkway/manhole structure concrete pours are ongoing. In the Figueroa parking lot, gutters and flow lines have been cut and are ready for compaction and inspection.

- **Status as of March 19, 2026:** Monument Sign CMU has been installed to the second level and is ready for the second/bottom arch installation. CMU work for the Sepulveda parking lot buildings is complete. V-ditch installation along the retaining wall is complete. Methane mitigation barrier installation is underway at the concession building, where sewer pipe encasement in concrete has also been completed. MWS #1 inlet storm drain has been installed and backfilled, and MWS outlet storm drain installation is currently underway. Concrete pours are ongoing along the north side of the park, with north-side walkway forms and rebar having been installed and poured. Pickleball and exercise area grading is complete and has been submitted for inspection. Restroom and storage building CMU work around the Sepulveda parking lot is complete, with formwork and successive lifts of block installation having progressed through the reporting period. BMPs were deployed during a rain event earlier in the reporting period, with standing water at MWS #1 subsequently pumped out and grading operations in the northwest corner of the site resumed.

- <u>PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE</u>
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
  - Status as of January 16, 2025: Los Angeles Sanitation District is completing the punch list items for commissioning.
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: Work is nearing completion. The LA County Sanitation District is expected to be completed by the first week in May.
  - Status as of May 22, 2025: On-going construction: Dugout chain-link installation has been completed on ball fields 1 and 2. Grading at the picnic area is ongoing. Trenches are open and ready for conduit installation.
  - Status as of June 18, 2025: Sanitation district is expected to be complete with Punch List items by June 30th.
  - Status as of July 24, 2025: LA County Sanitation District (LASD) is working on repairs due to water leak in the vault.
  - Status as of August 20, 2025: Punch list items are currently being completed.
  - Status as of September 18, 2025: County completing punch list items; OHLA requesting final payment; and preparing RFP for Operator for facility.
  - Status as of October 23, 2025: LA County is working through punch list items and operations and maintenance manual.
  - Status as of November 20, 2025: Punch-list items continue to be addressed and, the 6-month operation and maintenance check is in progress.

- Status as of December 17, 2025: Flooding has been detected in the vaults again. LA County Sanitation District will be re-grouting the pipes.
- Status as of January 22, 2026: Los Angeles Sanitation District is verifying the vaults remain dry and they can go forward with commissioning.
- Status as of February 19, 2026: Facility is capturing water, LACSD is working on repairs to the outfall actuators and testing instrumentation.
- **Status as of March 19, 2026:** Facility is capturing water, grading issues and final punch list items are being addressed.

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of the existing park with the construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN
  - Status as of January 16, 2025
    - Pre-con meetings started
    - Demo permit received
    - Contractor mobilized and installed their site trailer
    - Fencing at site perimeter and interior was installed
    - De-grubbing commenced
    - Removal of park equipment commenced
  - Status as of February 20, 2025:
    - Continued grading throughout the site
  - Status as of March 20, 2025: Grading continues throughout the site. Electrical underground work is ongoing along with irrigation trenching. Coordinating with the contractor to update electrical as-builts, as the existing as-builts do not match the current site conditions.
  - Status as of April 21, 2025: Musco lights and site lighting work is ongoing. Irrigation line work continues. Pressure tests are ongoing. Seat walls work is ongoing. Ball field # three (3) work is on-going.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: Formwork at the entry plaza is complete and ready for rebar installation. Form and rebar work at Ballfields Two and Three are complete and ready for concrete. New switchgear and pull boxes have been installed in the stage area, which is now ready for final grading.
  - Status as of August 20, 2025: Footings dug for picnic shade structures. Bleacher shade sail footings and anchor bolts in place. Colored concrete poured in at the entry plaza. Ball field three (3) fence modification for scoreboard visibility. Entry plaza concrete poured and finished. Ball field two (2) concrete poured, finished, ready for bleachers. Miracle playground installation underway. Polygon stage structure installation underway.
  - Status as of September 18, 2025: The stage structure has seen its frame and shade sail posts installed, and roof installation is underway. The electrical work for the stage structure is complete, with sheet metal roofing work scheduled to begin next week. The picnic shade structure frame has been installed and is now ready for a concrete pour. For recreational areas, bleacher installation is underway, Miracle playground installation is ongoing, and concrete pathway work for Ballfields 1 & 3 is also ongoing. The infield has been cleared for irrigation layout. Regarding irrigation, the installation of laterals, heads, valves, and bubblers

is ongoing, and the irrigation subcontractor is actively trenching and running lines through the ballfield areas. Monument signposts have been installed.

- Status as of October 23, 2025:

- The new marquee sign is now installed and operational. The installation of playground equipment and the picnic shade structures is complete. For the new stage, the stem wall concrete has been cured, and the concrete for the stairs, ADA ramp, and stem walls has been poured after the area was infilled with dirt. The stage's picnic area concrete has also been sandblasted to create a consistent finish. In other areas, the south-east picnic area has been fine-graded, fertilized, and water-tested, and wells have been dug for new trees. Landscaping and irrigation around the existing gym building are substantially complete.
- Status as of November 20, 2025: Contractor has installed new tables at the picnic shade structure in the picnic area and continues irrigation and planting work at the Catskill parking lot. Soil preparation, amendments, and infield work are ongoing throughout the ballfield areas. Roofing work is progressing at the amphitheater and stage area. The playground is now ready for the installation of the rubberized playground tiles, and concrete has been poured around the stage picnic complex. Fertilizer and soil amendments have also been distributed around the ballfields. Concrete for the stage ADA ramp has been poured, and rebar has been installed for the upcoming colored concrete placement. Rubberized playground tile installation is now underway, and final grading and sod preparation for the ballfields continues, with fine grading and compaction of the infield mix in progress. Colored concrete has been poured, sheet metal roofing installation remains ongoing, and sandblasting, handrail installation, and artificial turf placement are scheduled for next week. Dugout shade fabric installation is currently in progress. A 2-inch lift of new asphalt has been placed at the Ravena parking lot, coverage tests have been completed, and the area is ready for sod. Concrete work in the stage area is now complete, and metal roofing installation continues. Work will continue as weather permits.
- Status as of December 17, 2025: Storm drain installation has been completed, and furniture, along with synthetic turf installation, is progressing around the stage. The installation of sod is approximately 50% complete, with remaining work focused on the ballfields and picnic areas. Concrete pours at the Ravena and Catskill entrances have been completed.
    - Stage construction is nearing completion, with the metal roof substantially installed and shade sails in place. Playground improvements are complete, including installation and sealing of the rubberized safety surfacing. Site lighting has been tested and is fully operational.
    - Ballfield improvements are progressing, with infield mixes compacted, soils scarified and aerated and grading underway in preparation for sod installation. Public sidewalk improvements, maintenance entrance work, and Ravena Avenue approach areas continue to move forward, with parking lot striping completed.
- Status as of January 22, 2026: Sod installation throughout the park is complete, and stage railings have been fully installed and painted. All public right-of-way concrete work has been completed, and turf installation around the stage area is finished. In addition, concrete patch work and repairs have been completed in multiple areas, curb and gutter improvements along Ravenna have been poured, and concrete pads for benches along the pathway have been installed. These completed items represent substantial progress toward final project closeout.
- Status as of February 19, 2026: Construction is complete. Finalizing punch list items.
- Status as of March 19, 2026: Still working through punch list items. Maintenance is active.

- PW 1636: MILLS PARK DESIGN
  - Location: Mills Park
  - Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
  - Status: AWARD CONTRACT
    - Construction Contract was awarded to MBC Enterprises for $3M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting will be scheduled once the release of PO has been determined.
  - Status as of July 24, 2025:
    - Excavation for retaining walls, drainage infrastructure, and installation of underground electrical conduits and light pole foundations completed as well as grading for both the sidewalks/walkways and basketball court areas are completed.
    - Over 65% of the conc seating walls as well as basketball court walls are installed, drainage lines are completed as well as light poles and fixtures are installed.
    - Basketball court is graded and ready for conc pour.
    - Change orders for unexpected underground utility conflicts impacting electrical, drainage, and shade structure footings over picnic areas were processed and are 90% completed.
    - The basketball court is graded and prepared for concrete pour. Over10% of the walkway is prepared for concrete pour.
  - Status as of August 20, 2025:
    - The basketball court concrete pour has been completed.
    - The walkway around basketball court, wall “A” to the left of circular planter, and walkway between fitness area and playground is formed and rebar installed and will be poured on August 21,2025.
    - Circular planter in the middle of the wall A is formed and ready for concrete pour.
    - Miscellaneous work such as subgrade compaction test at playground area, installation of rebar for curb south pf playground have been completed and concrete pour for said south curb is scheduled for August 22, 2025.
    - Status as of September 18, 2025: The walkway around basketball court was poured and later rejected due to the inconsistencies in the concrete finishes, grades, and presence of bird baths and numerous cracks developing. This work is currently being removed and replaced.
      - Marian Landscaping subcontractor was installing some irrigation main lines
      - A Notice of default was sent to MBC (Contractor) citing the non-performance issues due to lack of acceptable progress rate, and failure to submit a detailed and satisfactory recovery schedule despite numerous notices provided to the Contractor. Additionally, concerns regarding the contractor’s lack of financial capacity in procuring required materials and requesting the City to help procuring such materials via joint checks, as

well as failure to maintain required insurance coverage without lapse of policy impeding continuous work and access to the job site.

- The City has decided to repackage the remaining work and advertise it to secure a new contractor to take over the work.

- Status as of October 23, 2025:
  - City decided to postpone the Mills Park Bldg. Renovation advertisement initiated in August to include the repackaging of Mills Park Site Improvement Project in the hope of utilizing one contractor for the same location resulting in cost reduction.
  - Proposal was obtained from the designer for repackaging the remining work and the production to repackage started in September.
  - At the same time the termination of the current contractor (MBC) was initiated with the City Attorney and Notice of Termination was prepared and mailed out on October 17, 2025.
  - The project scope is revised and amended during repackaging to include the removal of two additional Picnic Concrete pads and the Conc. Pad for the existing exercise equipment due to substantial cracks and old age. Additionally, the exercise equipment is outdated and being replaced with new up-to-date design to incorporate various exercise activities more in demand. These being the only features not renovated as part of the original improvements.
  - Due to the extensive questions raised by the prospective bidders during the postponement of Mills Park Bldg. Renovation Project to incorporate Mills Park Site improvements, the Purchasing Dept. requested to withdraw the Bid for Mills Park Bldg. and start fresh once the repackaging is completed.
  - A design re-package for Mills Park Site remaining work is being prepared and being incorporated into the Mills Park Bldg., including a quality control to eliminate redundancy and confusion between the two packages and is being advertised by late October/Early November.

- Status as of November 20, 2025: No update
- Status as of December 17, 2025:
  - During the repackaging, it was decided to address the drainage issue behind the constructed seating wall that was not addressed as part of the original design. The area behind the constructed seating wall is currently draining toward the seating wall and due to a bust in the survey the existing ground is higher than it was shown on plans and required a change order to be re-graded during the construction. To eliminate these issues and possible future change order, a proposal requested from DVD Creative design consultants to amend the design scope for re-grading and adding drainage facilities to this area not originally part of the scope. The survey work was scheduled in between the rainy weeks, and additional drainage design scope was added to the re-packaging documents for this area.
  - Additionally, PW staff in collaboration with the City Attorney is working on a draft settlement with the previous contractor MBC to close out the previous construction contract. As part of the settlement, the long lead items that were ordered previously and are being delivered are being coordinated for acceptance and reimbursement to be made as part of the settlement. These items need to be inventoried and inspected for acceptance and be removed from the bid items in the re-packing documents. Provisions should be included in the new bid package for such items to be provided by the City and installed by the new contractor. This is under review and under

consideration and once completed will need to be incorporated into the new bid package.
    - Re-packaged design for Mills Park Site remaining work was submitted on December 12, 2025, and is currently being reviewed. It is anticipated that the review and the package for advertising will be ready in mid-January.
- Status as of January 22, 2026:
    - The review comments for plans were provided to the design consultant on December 18, 2025, and due to the holidays, the turnaround has stretched out, and the plans are expected to be resubmitted by the third week of January.
    - The City attorney is in the process of finalizing the settlement agreement with MBC including finalizing the previously purchased specialty items to be included in the re-bidding documents.
    - Specifications were reviewed and comments were forwarded to the design consultants in mid-January to be incorporated for a consistent and cohesive package and to reduce redundancy for the combined specifications.
    - Currently it is anticipated to be advertised in February with the award by March/April 2026.
- Status as of February 19, 2026:
    - Mills Park Building and Site will be combined into one project which will be advertised March 2026.
- **Status as of March 19, 2026:**
    - Rebid plans for site work were revised based on current site conditions. Project is ready to be advertised as a stand-alone project or with Mills Park Building Project No. 1795.

- <u>PROJECT NO. 1795: MILLS PARK BLDG RENOVATION</u>
    - Status as of March 20, 2025:
        - Constructability review completed on March 6, 2025.
        - Constructability review forwarded to Design Engineer on March 6, 2025.
        - Design consultant anticipates resubmittal on March 31, 2025.
    - Status as of April 21, 2025: No update
    - Status as of May 22, 2025: No update
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025:
        - Project advertised on April 24, 2025. Bids were opened on May 22, 2025. The bids were recommended to be rejected by the Purchasing Manager and concurred by the City Attorney due to irregularities and non-responsiveness of bidders.
        - The project will be re-bid after the bids are formally rejected. The bids were rejected on the council meeting day of June 17, 2025.
        - Currently the project scope is being revised to include replacement of existing additional AC unit and electrical circuit boards, as well as addition of two electric vehicle charging stations with estimated submittal of end of August.
    - Status as of August 20, 2025:
        - After further investigation, the City staff determined that the existing AC unit is a newer one and does not need to be replaced. Additionally, due to the small size of the existing parking lot, it has been decided to not install the two proposed electrical vehicle charging stations.

- The project plans and specifications are being revised currently to streamline to obtain consistent bids with additional language to avoid unnecessary time extension and change orders.
- Project is scheduled to be advertised mid-August and awarded by end of September.

- Status as of September 18, 2025: Project was reviewed and changes were made and it was readvertised on August 27, 2025, with a bid opening date of September 18, 2025.
  - After the new development unfolding on Mills Park Site project in respect to MBC, the City decided to repackage and advertise the Mills Park Site project as an addendum to the existing Mills Park BLDG Renovation Project. As such, the bid-opening is postponed to October 15, 2025, to allow for reassessing and repackaging the remining work and issuing an addendum to perform such work as a separate package under same advertisement by the newly awarded Contractor.
  - Status as of October 23, 2025: See the Mills Park Site status report.
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: Advertisement of Mills Park BLDG Project is pending the completion of re-packaging the remaining work for Mills Park site and advertisement of both projects under one package.
  - Status as of January 22, 2026: See the Mills Park Site status report.
  - Advertisement of Mills Park BLDG Project is pending the completion of re-packaging the remaining work for Mills Park site, combining both projects to be advertised under one package.
  - Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
  - **Status as of March 19, 2026:** Staff rejected building and perimeter sitework plans from consultant due to the lack of quality control. Designer is currently revising and doing a quality review on plans. Staff is also reviewing plans with Park Maintenance division. Estimated date to advertise project is April 9, 2026.

- <u>PW 1806: DEL AMO PARK IMPROVEMENTS</u>
  - Location: Del Amo Park
  - Description: Improve drainage on the northeastern portion of the park's field, improve condition of the basketball court and improve play structures.
  - Budget: $6000,000 (Design)
  - Status: Request for Proposals
  - Status as December 17, 2025: Staff are preparing to release a request for proposals (RFP) to complete the design.
  - Status as of January 22, 2026: Request for Proposals (RFP) is scheduled to be released in early February 2026.
  - Status as of February 19, 2026: Proposals for design are due on March 5, 2026.
  - **Status as of March 19, 2026:** Proposals were received on March 10, 2026, and are being reviewed.

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
  - Location: Carson Community Center – 801 Carson St.
  - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
  - Budget: $1,700,000.00
  - Status as of April 21, 2025: Project is currently on schedule, coiling wall has been removed. Currently working on steel structure and framing.
  - Status as of May 22, 2025: Project is currently running on schedule; scheduled completion date is mid-July.
  - Status as of June 18, 2025: Project on schedule to be completed by mid-July.
  - Status as of July 24, 2025: Project is substantially complete.
  - Status as of August 20, 2025: Final punch list walk happened on August 20, 2025; minor items remain. Close-out is in process.
  - Status as of September 18, 2025: Contractor to finish painting the ceiling; project close-out is in progress.
  - Status as of October 23, 2025: Project substantially complete, electric outlet still needs to be reworked.
  - Status as of November 20, 2025: Physical project completed; staff is working through disputes and close-out.
  - Status as of December 17, 2025: Final billing and disputed work are being worked out.
  - Status as of January 22, 2026: Continuing to work through the disputed work and filing the Notice of Completion (NOC).
  - Status as of February 19, 2026: Working through disputed items.
  - **Status as of March 19, 2026:** Several panels experienced delamination; repair work is being scheduled for repairs.

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025**:** No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemmingway Park	Plan Review	TBD
Hemmingway Aquatic Center	Plan Review	TBD

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025:
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
    - Status: DESIGN
  - Status as of March 20, 2025:
    - East Parking Lot pavers are installed, and compaction is underway. Asphalt patching & striping to be completed by end of March
    - Small courtyard storm drains piping installation & underground electrical conduits to be completed by end of March and start of wall footing in first week of April
    - Large courtyard and venue storm drains piping installation & retaining wall footings to be completed by end of March, underground electrical conduits and shade poles footing to get underway in April.

- Installation of underground electrical conduits, placement of the transformer and electrical cabinets, and concrete pours for sections of the walkways, ADA-compliant and circular ramps are completed.
- The seat wall in the smaller courtyard has been formed and poured, and the CMU wall enclosing the small courtyard is 75% complete.
- Additionally, drilling for sail footings at the Daycare Center is completed, poured and post for shade structures installed.
- Change orders issued and completed due to unforeseen underground utility conflicts, extension of retaining walls not included in the original scope and realignment of a portion of the existing 24" storm drain system due to interference with the infiltration/detention chambers as well as water main interference with the chamber re-route was completed.
- Chambers installed, backfilled and tested for compaction.
- Concrete for the stage area is poured as well as half of the seating area to the left of stage and walkway leading to the stage is poured.
- Shade sails foundation and posts are installed.
- Irrigation lines within the planters are being installed as well as the fencing posts behind the stage installation currently underway.

o Status as of August 20, 2025:
- Concrete pouring for the seating area in front of the stage has been completed and the tile pavers for walkway leading to the stage have been installed.
- The tile pavers on the sand within the walkways from the atrium to the small courtyard entrance are being installed and are 50% complete.
- Polygon posts caps over stage are being installed.
- Traffic control plan for closing of the Civic Center drive is under review for stationing the crane to install the fabric shade structure over the seating areas.
- Grading is underway for the North Plaza entrance and transition of the preserve area to the proposed walkways leading to the stage seating area and small courtyard.
- Pergola posts for large courtyard area are being installed.
- Bollard light bases are being installed around the walkway leading to the atrium north side of the stage seating area.
- The walls for the small courtyard area (3 Sides), and the planters have been completed.
- The water wall submittal has been approved, and the installation is scheduled for the last week of August.

o Status as of September 18, 2025: Polygon posts and frame structure over the stage have been installed utilizing a crane. The contractor is working to install the remainder of metal sheeting of the Polygon.
- The tile pavers on the sand within the walkways in between the small courtyard and large courtyard is being completed. The Oval planters are placed in this area and getting ready for plantation.
- Concrete for half of the walkway at the south entrance was poured.
- Grading is being completed at the south entrance and under the proposed retaining wall surrounding the future storage shed.

        - Grading is underway in the small courtyard for concrete slab under the tiles.
        - Marina subcontractor is preparing testing the new irrigation lines and getting ready to finalize grading, amending the soil in preparation for planting.
        - The gate walls at the entrance and exit to the small courtyard are being completed
        - The water wall and fountain basin construction are underway in the small courtyard and the fountain basin frame and plumbing are being completed and getting ready to pour concrete for the basin.
    - Status as of October 23, 2025:
        - Planting is being completed for the entire project. The planting in oval planters is underway and large palm trees are installed.
        - All concrete hardscape and pavers in between the courtyards and the pavers in small courtyard are installed.
        - The concrete walkway at the south entrance is completed as well as the retaining wall for the storage and the conc pad underneath the storage.
        - The irrigation lines, drip irrigation is completed and is being tested for operation.
        - All gates are installed throughout the project, as well as final fencing is completed.
        - The waterfall is completed and is being tested for operation.
        - The cleanup is underway for grand opening of 10/23/25.
        - The maintenance crew is pressure washing the existing comm center walls and painting is underway for grand opening.
        - The Construction Team is preparing the punch list and preparing for substantial completion of the project.
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: The contractor is working through the punch list items.
    - Meetings/negotiations are being held to finalize the pending change orders to determine the total construction budget to be amended.
    - Construction continued for the installation of the contract bid items for pergolas A&B and the columns and beams are installed, however the contractor failed to order the long lead item of louvers for pergolas due to disagreement with the vendor and the vendor securing the bonds required by the contractor for payment and delivery. After months of negotiations, the parties agreed on the terms of their contract and the louvers are currently being ordered.
    - The manufacturing of the louvers from China will take 14-16 weeks from the time it's been ordered which puts the delivery and installation in May of 2026.
    - It is anticipated the project will be substantially completed by mid-January, with acceptance of the project pending the completion of the pergolas sometime in May.
    - Status as of January 22, 2026: No update
    - Status as of February 19, 2026: Punch list items are expected to be complete by March 19, 2026. Permanent louver installation for two pergolas is estimated to start May 2026.
    - **Status as of March 19, 2026:** Three punch list items are open.
        - Pergola Louvers – expected to be complete by July 2026
        - Broken B12 irrigation lid – complete by week of March 23, 2026
        - Missing bolts on circular irrigation lids – complete by week of March 23, 2026

- <u>PROJECT: UNDERGROUND STORAGE TANK PROJECT</u>
    - Location: City Hall
    - Description: Repairing the underground fuel storage tank due to the secondary pipe being cracked. The backup generator remains operational, and the main fuel pipe remains in good working condition.

- Status: CONSTRUCTION IN PROGRESS
  - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
- Status as of April 24, 2024: No update. The estimated construction start date is June 2024.
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Construction is substantially complete. Building and Safety inspected project on January 16, 2025. Contractor to finalize punch list items by end of January 2025. Staff will present contract Amendment No. 1 to City Council in February 2025 which includes a request for additional funding for work that was not part of the original bid documents.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: No update
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings — June 2024
    - Submit to Building and Safety for Plan Check — June 2024
    - Advertise — July 2024
    - Award Construction Contract — August 2024
    - Execute Contract and Issue Purchase Order — August 2024
    - Preconstruction and Material Order — August 2024
    - Re-locate Staff — August 2024
    - Start Construction (2nd Floor and Council Area) — September 2024
  - Status as of April 21, 2025: Staff have been directed to redesign the toilet compartments of the second-floor lobby restrooms. Additionally, all first-floor restrooms, council single restroom, and council break room of City Hall will be going through a redesign phase per City of Carson Mayor and city management.
  - Status as of May 22, 2025: Preliminary redesign of first floor North and East wing restrooms has been completed. Preliminary redesign of the Council single restroom and break room to be completed on May 23, 2025.
  - Status as of June 18, 2025: No update.
  - Status as of July 24, 2025: Construction plans for redesign were completed on July 18, 2025. Staff anticipate re-starting construction in August 2025.

- Status as of August 20, 2025: Redesign plans are complete and approved by building and safety. Staff is reviewing the added costs from the contractor for all the redesigned items.
- Status as of September 18, 2025: Project is currently on hold due to cost proposal from contractor for redesign plans. Redesign plans include layout and material modifications to all 1st floor restrooms and kitchenettes, council break room and single restroom. Staff recommend keeping the original layout and material finishes per bid documents or limiting the design changes to only the council break room and single restroom.
- Status as of October 23, 2025: Per meeting with Public Works Director and Mayor on 10/21/2025, staff have been directed to terminate the project and rebid for construction.
- Status as of November 20, 2025: Staff are working with the City Attorney's office to prepare a project suspension notice. The suspension notice will be sent to the Public Works Director for approval. This project is currently on hold**.**
- Status as of December 17, 2025: Suspension notice was sent to the contractor on December 8, 2025. Staff were directed, on December 16, 2025, to rebid the entire project.
- Status as of January 22, 2026: Removal and replacement of alternate second floor lobby toilet compartments to start February 16, 2026. Staff reached out to Mayor recommended contractor (Jacome Construction/Golden State Builder Inc.) to submit quote for Council breakroom/restroom. Per Risk Management, the proposed contractor does not satisfy the insurance requirements for small construction projects and is working on raising their insurance limits to be able to provide the city with a quote for renovating the City Council breakroom/restroom.
- Status as of February 19, 2026: Contractor is expected to finalize the installation of the redesigned toilet compartments in the second-floor lobby restrooms by February 27,2026. The remaining portion of the project is on hold.
- **Status as of March 19, 2026:** Alternate toilet compartments at the second-floor restrooms have been installed. Installation of the water heater door is pending, expected to be installed March 26, 2026. Proposed contractor by management: "Jacome Construction / Golden State Builder" is nonresponsive to submitting a proposal for the City Council breakroom and single occupant restroom.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: CONCRETE SIDEWALK GRINDING

This is an ongoing maintenance operation throughout the year for safe pedestrian travel.

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.
- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status as of January 16, 2025
  - Award of contract (consideration) pending City Council approval.
  - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.
- Status as of February 20, 2025:
  - Contract awarded to All American Asphalt; Phase Five anticipated to start mid to late April.
- Status as of March 20, 2025: Citywide paving is scheduled to start mid to late April.
- Status as of April 21, 2025: Phase Five is still on schedule to begin work mid to late April.
- Status as of May 22, 2025: Phase Five is currently underway. The streets for Phases Six (6) and Seven (7) have been shared with the contractor.
  Status as of June 18, 2025: Currently working on Phases 6 and 7 of the Annual Citywide Paving Maintenance Project.
- Status as of July 24, 2025: Phases 6 and 7 are complete. Stripping is being completed, along with finishing touches to the roadway.
- Status as of August 20, 2025: Phase 8 of the Annual Paving Project is scheduled to begin in late September.
- Status as of September 18, 2025: The Annual Paving project has been re-scheduled to start at the end of October.
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: Staff are meeting with the team on November 24, 2025, to begin coordinating the next phase.
- Status as of December 17, 2025: Contractor is addressing arterials (Figueroa & Avalon) The list of streets for Phase 9 of citywide residential paving is currently being finalized.
- Status as of January 22, 2026: Phase 9 of the Annual Paving Maintenance started as of January 19, 2026.
- Status as of February 19, 2026: Phase 9 is nearing completion and Phase 10 will start up as soon as weather permits.
- **Status as of March 19, 2026:** Phase 10 of the Annual Paving Maintenance began on March 19, 2026.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - Status as of February 20, 2025: CJ Concrete completed the list of locations provided to them in Districts 1 and 2 during this period.
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025**:** No update
  - Status as of August 20, 2025: The next project, scheduled to begin in late August, will be completed by the Public Works Concrete Crew.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025**:** Amended contract approved at December 2, 2025, City Council Meeting.
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: The concrete project on Santa Fe has begun and is currently awaiting completion of work by the tree crew. The asphalt crew will be performing a skin patch (overlay) on Avalon Boulevard from 223rd Street to Bay Street.

- **Status as of March 19, 2026:** Crews are working on Santa Fe Avenue concrete project.

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform regular routine patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of street sweeping contractor.
  - Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
  - Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way.
  - **Status as of March 19, 2026:** Preparing for the E-Waste Recycling and Paper Shredding event scheduled for Saturday, May 9, 2026.

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of February 20, 2025:
    - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7
    - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement.
    - On-going temporary repairs on Lomita Blvd. until CIP project takes place.
    - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
  - Status as of March 20, 2025:
    - Asphalt crew is currently working paving Del Amo eastbound from Main Street to Kay Calas bridge.
    - Concrete is finishing up concrete maintenance on Broadacres.
  - Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
  - Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
  - Status as of June 18, 2025: Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going
  - Status as of July 24, 2025: City crew continue to address sidewalk and pothole repairs, with city crews working in districts on a rotating basis every two weeks.
  - Status as of August 20, 2025: The Public Works Concrete Crew will be starting the largest in-house project to this date, on University Avenue. The project will begin at Pepperdine and extend right before Central. This major effort highlights the capacity of our in-house crew and will significantly improve accessibility and safety along University Avenue. See details below:
    - Sidewalks: 10 feet wide on the Dominguez side of the street
    - Curb:8 inches high
    - Project Lenth: 3,000 linear feet (Approximately three-quarters of a mile)

- Status as of September 18, 2025: Concrete crew has begun working on installing sidewalks along University Avenue. Project is on-going.
- Sidewalk cleaning update: Abatement crew will be pressure washing sidewalks on Carson Street between Perry Ave and Martin Street as needed.
- Status as of October 23, 2025:
- Status as of November 20, 2025: Staff are working to complete sidewalk installation project on University Drive. Regular maintenance and completion of daily service requests is ongoing**.**
- Status as of December 17, 2025: 800 linear feet of sidewalk installed on University Drive. Skin patch with asphalt completed on Sepulveda near Intermodal Way to fill potholes. Installation of speed cushions. Crew continues to work on daily work order requests.
  Status as of January 22, 2026: University Drive sidewalk project is expected to be completed by the week of January 26, 2026. The Santa Fe sidewalk project will begin shortly after the University project is finished and will take place on the east side of the street from Del Amo to Dominguez. Asphalt team continues to perform citywide pothole repairs, while the abatement team is addressing service requests related to illegal dumping.
- Status as of February 19, 2026: University Drive sidewalk project has been completed and work on Santa Fe will begin once the identified trees have been removed. The crew is scheduled to start pouring concrete on February 19, 2026.
- **Status as of March 19, 2026:** Currently working on curbs, sidewalks, and gutters in Maintenance Zone 4. The sidewalk on Santa Fe Avenue is approximately 70% complete.

- <u>MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT</u>
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
  - Status as of January 16, 2025:
    - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
      - **ONGOING**
      - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
  - Status as of February 20, 2025: Ongoing
    - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
    - Graffiti Abatement citywide
    - Restore/maintenance pavement markings per maintenance zones 1-7
  - Status as of March 20, 2025:
    - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
    - Graffiti Abatement citywide
    - Restore/maintenance pavement markings per maintenance zones 1-7.
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: Phase five of street maintenance has started. Layout and re-stripping of newly sealed streets will continue. On-going
    Status as of June 18, 2025: Continue to remove citywide graffiti. Red curb installation/ refresh around City Hall. Refresh/ paint yellow school zones. On-going
  - Status as of July 24, 2025: Continued efforts are underway to remove graffiti citywide, refresh curbs, repaint as needed, and re-fresh school yellow zone markings.
  - Status as of August 20, 2025: Responding to engineering request for ADA parking installations, and red curb designations to improve accessibility and traffic safety. Initiation of the annual restriping program for major streets throughout the city.

- Status as of September 18, 2025: Street sweeping signs will be installed on Wilmington between 213th and Carson Street to allow for weekly cleaning.
- Status as of October 23, 2025:
- Status as of November 20, 2025: Continued striping throughout city in areas where street paving has been completed.
- Status as of December 17, 2025: Continued installation of traffic calming speed humps in intersections, identified by LASD, to prevent motorists from performing street take-overs. Completing daily work orders.
- Status as of January 22, 2026: Continue responding to the city ad citizen work orders for graffiti removal and completing engineering-directed street maintenance tasks throughout the city.
- Status as of February 19, 2026: Following the recent storms the maintenance crews have been responding to flooded areas by clearing debris and buildup from storm drain entrances and pumping water from the street.
- **Status as of March 19, 2026:** Ongoing

TREE MAINTENANCE: TRIMMING CITYWIDE

- Status as of April 21, 2025: No update
- Status as of May 22, 2025: As trees are being removed, the crew is also planting replacement trees. The tree crew follows a weekly schedule to water newly planted trees, ensuring their successful establishment and healthy growth. On-going
- Status as of June 18, 2025: Partnering with West Coast Arborist (WCA) to pick up and plant trees on Figueroa Street. Water trees citywide. Staff will be using the water trailer and the water tanker.
- Status as of July 24, 2025: Chinese Pistache trees planted on Eddington Dr. Planting of 19 Crepe Myrtle and Pink trumpet trees are pending approval on 224th St. Progress continues with daily trimmings throughout districts.
- Status as of August 20, 2025: Continue trimming of trees at parks and throughout maintenance zones for safety, visibility, and tree health. Planting Crepe Myrtle, Pink Trumpet, and Strawberry trees to fill vacancies. City-wide tree watering continues to be a primary focus to support and maintain the health of newly planted trees.
- Status as of September 18, 2025: Tree trimming at Anderson Park has been completed in preparation for the Jazz Festival. Crews are trimming trees at Dominguez Park for the Country Western Festival. Next, crews will begin trimming Carson Park Palm and Coral trees.
- Status as of October 23, 2025:
- Status as of November 20, 2025: Planting multiple Crepe Myrtle and Pink Trumpet trees in District 4. Continued trimming for clearance throughout the city.
- Status as of December 17, 2025: Gold medallions and Pink Trumpets currently being planted on Santa Fe. Continue to complete work order requests.
- Status as of January 22, 2026: The crew is planting Chinese Pistache trees along University Drive. Post Grande Street for tree planting. Continuing to fill tree vacancies across the city while ensuring that all removed trees are replaced and addressing daily work order requests. Awarding the Urban Forestry Master Plan to West Coast Arborists.
- Status as of February 19, 2026: In collaboration of the Santa Fe project, the tree crew is removing the trees to allow the concrete work to proceed. Once the concrete work is finished, new trees will be planted to replace those that were removed.
- **Status as of March 19, 2026:** Collaborating with the concrete crew planting thirty new trees along Santa Fe Ave. Currently planting new trees in vacancies throughout the city.

FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn-out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available materials and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
  - Status as of April 21, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of July 24, 2025: Replaced all the damaged and worn-out rubberized play surfaces at all parks except at Dolphin Park.
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025**:** Currently patching at Dominguez Park.
  - Status as of October 23, 2025: Ongoing
  - Status as of November 20, 2025: Ongoing patching needed.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - **Status as of March 19, 2026:** Ongoing

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**
  - Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.
  - Status as of July 24, 2025: Continuing to assess, replace and modernize over 50 HVAC units at all 12 park facilities.
  - Designing and planning installation of brand-new HVAC system at Veterans Park and Gym.
  - Status as of August 20, 2025: Installation of AC Units at Stevenson Park (North Building) and Dominguez Park (Aquatics Center) have both been completed.

- Status as of September 18, 2025: Procuring additional HVAC system for Stevenson Park.
- **Status as of March 19, 2026:** Three HVAC units are on order for procurement.

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
  - Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Currently being fabricated
  - Status as of July 24, 2025: Currently being fabricated
  - Status as of August 20, 2025: Currently being fabricated
  - **Status as of March 19, 2026:** Soliciting proposals

- CITY HALL BACK-UP GENERATOR
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.
  - Status as of May 22, 2025: No update
    Status as of June 18, 2025: Repairs are currently in procurement
  - Status as of July 24, 2025: Currently, making necessary repairs to the back-up generator at City Hall.
  - Status as of August 20, 2025: Pending scheduling
  - Status as of September 18, 2025: Parts have been ordered
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: Parts have been ordered, repairs scheduled for February 2026.
  - **Status as of March 19, 2026:** Parts have been received and installation is being coordinated.

- MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES
  - Location: Citywide
  - Description: To improve air quality, reduce noise pollution, and lower greenhouse gas emissions.
  - Status as of July 24, 2025: IFB Bid Opening was March 27, 2025, to purchase three (3) new Chevy Colorado LT Trucks. Lowest Bid was from TMAG Hemet F, LLC for $112,035.36
    - IFB Bid Opening was 6/5/25 to purchase eight (8) new 2025 Chevy LT FWD Mid-Size SUV Trucks. Lowest Bid was from Winner Chevrolet for $246,459.20
  - Status as of August 20, 2025: 3 New Chevy Colorado LT Trucks and 3 New Chevy Blazers have been received.

- Status as of September 18, 2025: Seven (7) Mid-Size SUV have been ordered, estimated arrival is mid-October.
- Status as of October 23, 2025: Vehicles have been delivered, being inventoried and prepped to be put into service
- Status as of November 20, 2025: Eight (8) EV vehicles have been put into service, five additional EV's are on order.

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

March 2026

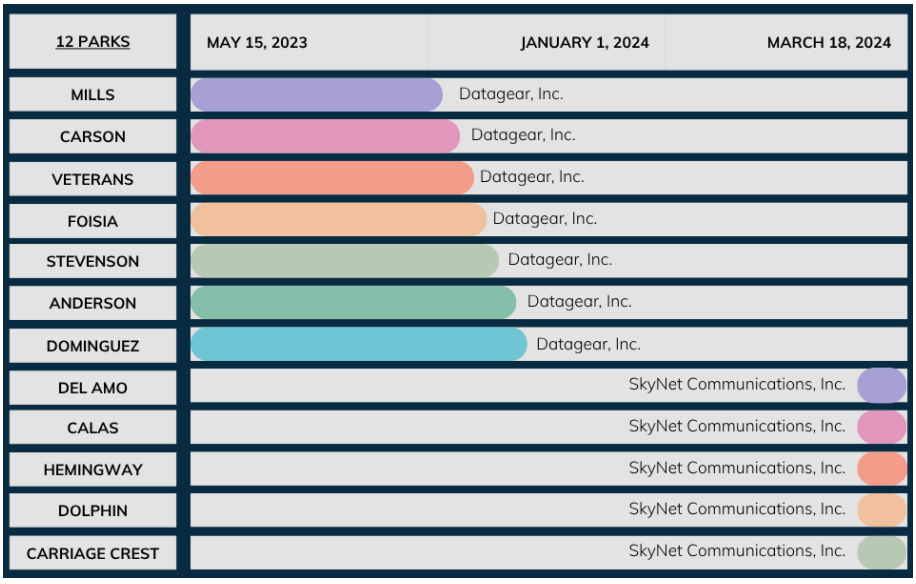
1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	$420,272 ($350,000 [ARPA] + 70,272)
Current Spend	$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Additional Information	• Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. • Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)



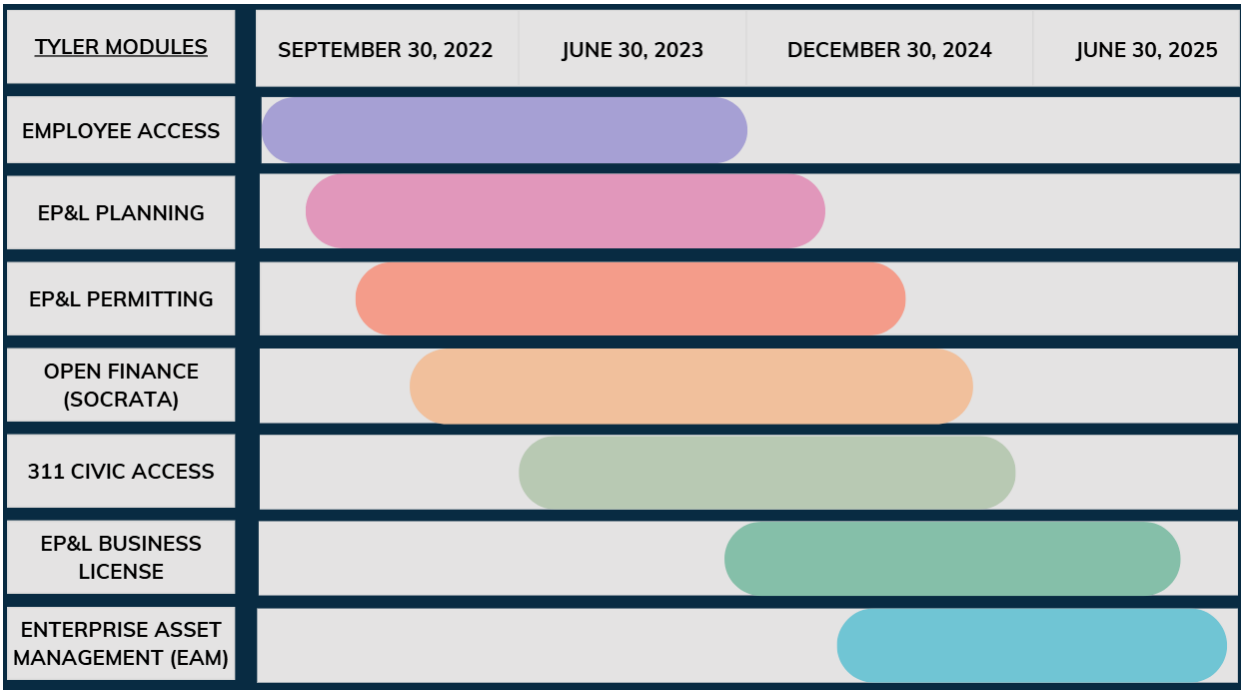
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M **[ARPA]**
Current Spend	$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED
Additional Information	• Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)



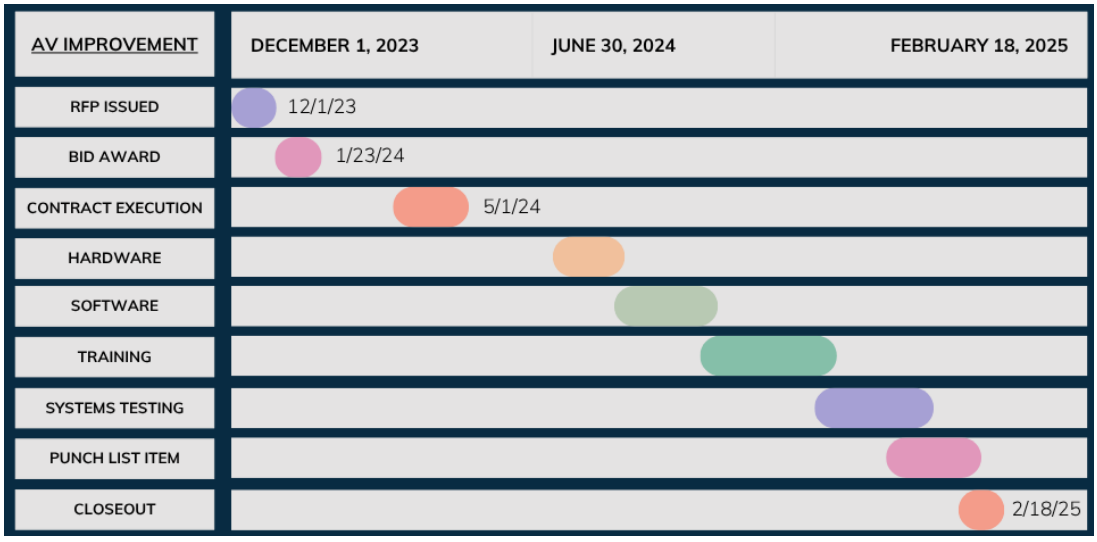
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete. • Agenda Management/AV Control Software Implementation Complete. • Agenda Management/AV Control Software Staff Training Complete. • Systems Testing and Punch List Item Complete. • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

Project completed (100%)



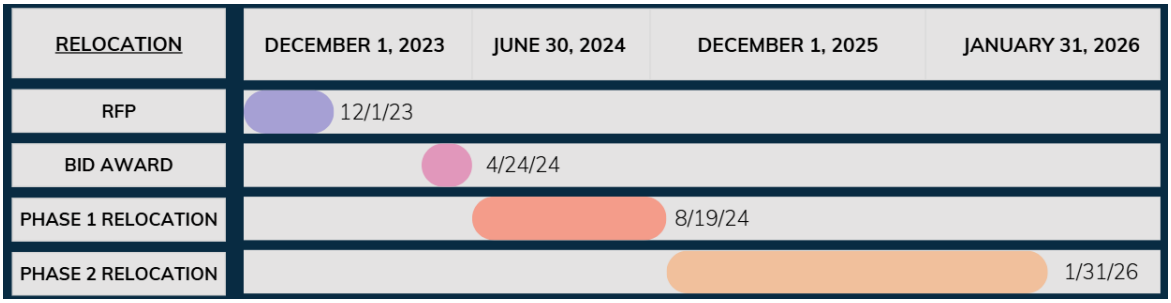
4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	Coloexchange.com a California Corporation
Term	5 years
Budget	$30,669.95
Current Spend	$21,569.95
Timeline	December 1, 2023 – January 31, 2026
Status	COMPLETE
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation completed 1/31/26.

Network Services Relocation Summary:

Project completed (100%)

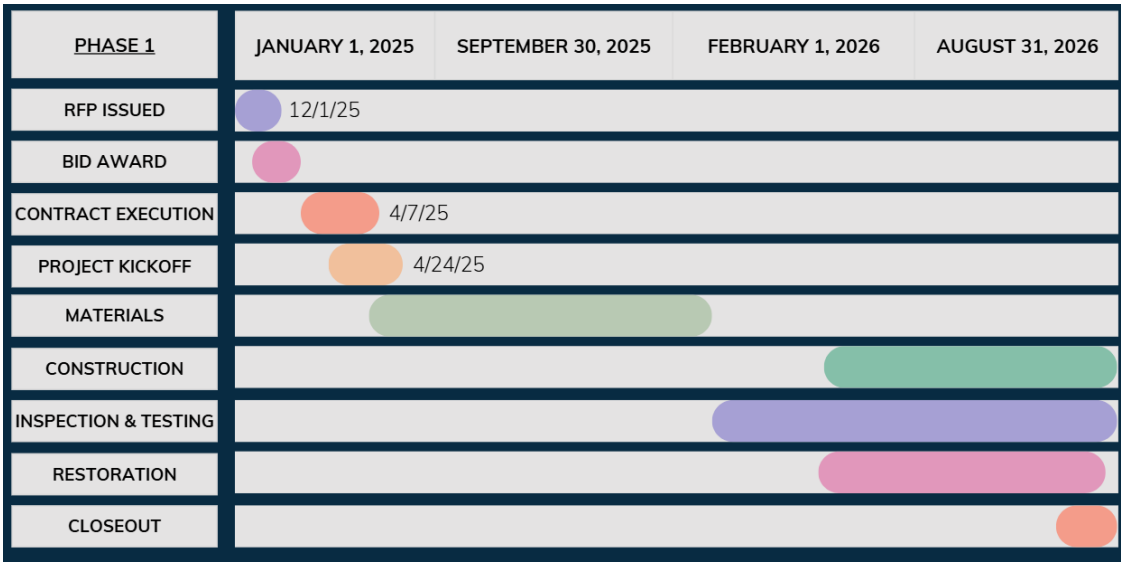


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson's first high-speed fiber optic network, bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications, Inc.
Term	5 years
Budget	$27,000,000.00
Current Spend	$1,587,335.88
Timeline	January 1, 2025 – June 30, 2026
Status	ON SCHEDULE
Additional Information	• Pre-Construction meeting completed on 12/1/25. • Materials have been ordered and are being stored onsite. • Groundbreaking ceremony completed. • Transtech agreement completed. • Council approval received for Interfund Loan. • Engineering permit received on 3/4/26. • Construction began 3/11/26. • Traffic Control Package in progress: 45% of approvals received.

Citywide Municipal Fiber Optic Network Phase 1 Summary:

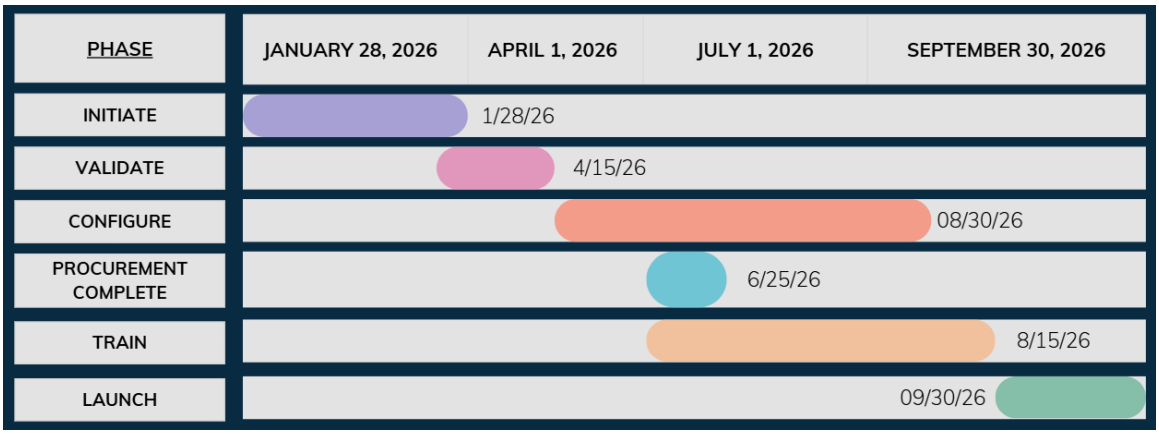


6. OPENGOV IMPLEMENTATION

Description: Implement OpenGov to streamline procurement and contract processes by centralizing workflows, improving transparency, and enhancing coordination and communication between City and bidders. This will reduce manual tasks and increase efficiency.

Contract	OpenGov
Term	5 years
Budget	$301,049.78
Current Spend	$95,911.01
Timeline	December 1, 2025 – November 30, 2030
Status	ON SCHEDULE
Additional Information	• Kickoff meeting completed on 2/26/26. • System Administrator Training completed on 3/19/26.

OpenGov Implementation Summary:

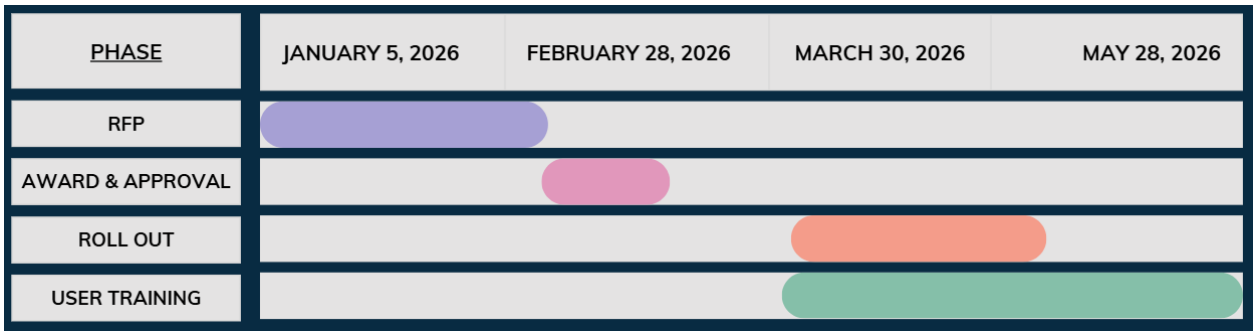


7. MULTIFUNCTIONAL DEVICES IMPLEMENTATION

Description: Replacement of the City's aging fleet of multifunction devices with modern, shared units across workgroups, enabling efficient printing, scanning, faxing, and copying through centralized machines.

Contract	Ricoh USA
Budget	$307,108.20
Current Spend	$0
Timeline	January 5, 2026 – May 28, 2026
Status	ON SCHEDULE
Additional Information	• Council approval received on 2/17/26 for Ricoh USA. • Purchase order received on 3/11/26. • Deliveries began 3/20/26.

Multifunctional Devices Implementation Summary:



Public Safety Emergency Management Updates

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	We have successfully implemented video surveillance and access control systems at multiple parks and are now expanding these efforts to further strengthen coverage citywide. The current phase includes the installation of additional pole mounted cameras and full integration of these upgrades into the City's existing security infrastructure to enhance real time visibility and coordination. Our team is continuing to review how our system is working and looking at ways to make it faster and more reliable. These efforts support our goal of keeping Carson safe and welcoming for residents, visitors, and staff. City Council has approved additional camera installations, including expanded coverage at our Mini Parks, with work beginning. We are also coordinating with Public Works and IT to finalize camera locations and connectivity needs at parks that are currently being expanded.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Citywide Intrusion Project**
Service Provider	TBD
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The RFP has officially closed, and panel evaluations are complete. A vendor has been selected. We are now moving into contract negotiations, followed by bringing the agreement forward for approval. Once approved, we will begin project planning, scheduling, and implementation.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	Our Public Safety Engagement Officers will begin focused operations in areas of concern, including the MLK Library and Carson Street Library. Evening efforts will focus on connecting with individuals who remain after hours, offering support and resources. We will continue working closely with the Los Angeles County Sheriff's Department Carson Station HOST Team to address community concerns. Parking and Code Enforcement teams are also conducting proactive outreach and enforcement related to game day impacts, including vendor compliance and Permit Zone F requirements. Our next Public Safety event is **RX Takeback Day on Saturday, April 25, from 10:00 a.m. to 2:00 p.m. at the Carson Sheriff's Station.** Community members are encouraged to safely dispose of unused or expired medications. For more information, please contact Public Safety.

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	Current locations of our ALPR Trailers: We are seeing an increase in illegal dumping at 18905 Anelo Avenue. A trailer has been deployed to provide added visibility and serve as a deterrent. The Sepulveda Boulevard/Intermodal Way area has experienced a decrease in illegal activity due to increased messaging and the deployment of the trailer. The Santa Fe Avenue/Dominguez area is being targeted for truck speeding deterrence. Our fourth trailer will be deployed at Galaxy Games and events at Dignity Health Sports Park to support enforcement efforts.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.

Update	We're pleased to share that radio installations have been completed across multiple departments, improving communication citywide. The distribution of Motorola APX4500 mobile radios is also complete, supporting better coordination and reliability in daily operations. Radios will continue to be updated and maintained to ensure they are working at their best. Staff who use radios day-to-day will be invited to upcoming trainings to support proper use and maximize effectiveness. Public Safety is also working to complete mobile radio installations for the new Public Works fleet.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	We recently completed our final round of position-specific trainings, along with a functional tabletop exercise, both of which had a great turnout and strong engagement from staff. With the completion of our new Emergency Operations Center (EOC), one of our goals is to get our team trained and ready to effectively staff and operate during emergencies and large-scale events. Public Safety Emergency Management will continue to offer ongoing trainings to further strengthen staff knowledge and preparedness as we plan for upcoming large-scale events in Carson.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

DISCUSSION 33.

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 March 17, 2026, 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 - April 7, 2026, 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:	Cac Le, Council Aide x1722
Support Staff:	

		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
Fuentes, Sonia (JD)		12-02-25	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
Ahaiwe-Simpson, Stacy (LDH)	Alt. 3	02-17-26	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
Balgimino, Jay (AR) Pending Oath		02-03-26	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
Smith, Shirley (LDH)	Alt. 2	03-03-26	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
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Fields, Brandon (AR)		02-03-26	11-30-26
Calhoun, James (JD)		01-20-26	11-30-26
Fe'esago, Uli (LDH)		01-20-26	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Vacant (LDH)			11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**			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
Holloway, John (LDH)	Alt. 2	01-20-26	11-30-26
Wilson, Daniel (LDH)	Alt. 3	01-20-26	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:	Keichun Graves, Council Aide x1799
Support Staff:	Vacant

		Appointed	Term Expires
De La Cruz Manio, Connie (LDH)	*Pending Oath	02-03-26	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
Johnson, Veronica (LDH)	Alt. 1 Pending Oath	01-20-26	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		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
Zulueta, Nathaniel (LDH)**		02-17-26	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Vacant (LDH)			06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Ortiz, Miranda (LDH)	Alt. 1 Pending Oath	01-06-26	06-30-26
Cones-Canx, Sydney (LDH)	Alt. 2 Pending Oath	01-06-26	06-30-26
Cruz, Jayden (LDH)	Alt. 3 Pending Oath	01-06-26	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
Horton, Maria (LDH) Pending Oath	Park owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH) Pending	Park owner Alt. [1]	12-02-25	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Richardson, Sheila (LDH)**	Resident homeowner	01-20-26	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
Vacant (LDH)	Resident homeowner Alt. [2]		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	01-20-26	01-20-31
Vice Chair Cedric Hicks	01-20-26	01-20-31
Board Member Ray Aldridge, Jr.	01-20-26	01-20-31
Board Member Lillian Hopson	01-20-26	01-20-31
Board Member Dianne Thomas	01-20-26	01-20-31

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 Pro Tempore Hicks, Sr.	02-03-26
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

[39] Drive Construction Project Ad Hoc Committee
Established by Minute Order on 03-03-26

	Appointed
Mayor Lula Davis-Holmes	03-03-26
Board Member Dianne Thomas	03-03-26

VI. CITY AFFILIATED ORGANIZATIONS

[40] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[41] 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

[42] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[43] 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

[44] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[45] 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

[46] 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

[47] 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

[48] 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

[49] 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

[50] 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

[51] 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

[52] 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

[53] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21

Report to Honorable Mayor and City Council

Tuesday, April 7, 2026, 5:00 PM

ORDINANCE SECOND READING 34.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Planning

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2606, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD. (CITY COUNCIL)

I. SUMMARY

On March 17, 2026, under Item No. 26 of the City Council meeting agenda, the City Council voted 5-0 to introduce Ordinance No. 26-2606.

II. RECOMMENDATION

CONDUCT a Second Reading, by title only and with further reading waived, and ADOPT Ordinance No. 26-2606, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD."

III. ALTERNATIVES

Take any action the City Council deems appropriate, subject to compliance with applicable law.

IV. BACKGROUND

On March 17, 2026, the City Council introduced Ordinance No. 26-2606, approving an Amended and Restated Development Agreement No. 23-19 between the City, Imperial Avalon DE, LLC, and Lennar Homes of California, LLC, for a proposed mixed-use development project located at 21207 S. Avalon Blvd. (Exhibits 2-4).

V. FISCAL IMPACT

No Fiscal Impact

VI. EXHIBITS

1. Ordinance No. 26-2606
2. Draft Amended and Restated Development Agreement No. 23-19 (Exhibit B to Ordinance No. 26-2606)
3. Draft Amended and Restated Conditions of Approval (Exhibit D to Amended and Restated Development Agreement No. 23-19)

Attachments

Ordinance No. 26-2606.pdf
Amended and Restated DA No. 23-19 (Exhibit B to Ordinance No. 26-2606).pdf
Amended and Restated DA No. 23-19 Exhibit D - COAs.pdf

ORDINANCE NO. 26-2606

AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON DE, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A PROPOSED MIXED-USE PROJECT AT 21207 S. AVALON BLVD.

WHEREAS, California Government Code Sections 65864 *et seq*. authorize the City of Carson ("City") to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to establish certain development rights, for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

WHEREAS, on December 13, 2022, the City adopted Ordinance No. 22-2222, approving Development Agreement No. 23-19 ("Development Agreement") between the City and Imperial Avalon, LLC, for a mixed-use residential and commercial project on the real property located at 21207 South Avalon Boulevard in the City of Carson ("City") and legally described in Exhibit "A" hereto ("Property"). The Development Agreement was recorded in the Official Records of Los Angeles County on June 4, 2024, as Document No. 20240361857. The project consists of 764 multi-family residential units in two buildings of up to four stories each, 351 attached/detached and stacked flat townhome units of up to three stories each, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial restaurant space (the "Project"); and

WHEREAS, City has also conditionally approved the following entitlements for the Project (collectively, the "Original Entitlements"): (1) certification of an Environmental Impact Report (SCH No. 2021010116; the "EIR") for the Project; (2) General Plan Amendment ("GPA") No. 105-19, to change the land use designation of the Property from Regional Commercial/Low Density Residential to Urban Residential; (3) Specific Plan ("SP") No. 21-19, the Imperial Avalon Specific Plan ("IASP"), to establish the development standards and permitted uses for the Property; (4) Zone Change ("ZCC") No. 188-19, to change the Property's zoning from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan; (5) Site Plan Review and Design Review ("DOR") No. 1803-19; and (6) Vesting Tentative Tract Map ("VTTM") No. 83157; and

WHEREAS, Exhibit "B" of Planning Commission Resolution No. 22-244 imposes Conditions of Approval on the DOR No. 1803-19 ("DOR COAs"), and Exhibit "C" of Planning Commission Resolution No. 22-244, as amended by City Council Resolution No. 22-242, imposes Conditions of Approval on VTTM No. 83157 ("VTTM COAs"). Exhibit "C" of City Council Ordinance No. 22-2221 imposes Conditions of Approval on SP No. 21-19; and

WHEREAS, the Development Agreement and some of the Original Entitlements, including the DOR COAs and VTTM COAs, were subsequently amended through Minor

Modifications requested by Imperial Avalon and approved by the City pursuant to Section 12.4 of the Development Agreement, as follows (collectively, the "Approved Minor Modifications"):

- A Minor Modification approved on May 24, 2023, made revisions to the Development Agreement and resolved an inconsistency between the Specific Plan and the approved Project plans regarding the required Project building setback from the 405 freeway.

- A Minor Modification approved on February 28, 2024, made revisions to the Development Agreement. This Minor Modification was approved pursuant to a Settlement Agreement and Mutual Release between the City and Imperial Avalon, which became effective on or about February 28, 2024 ("Original Settlement Agreement").

- A Minor Modification approved on June 10, 2024, made revisions to the Development Agreement, the DOR COAs, the VTTM COAs, and the Mitigation Monitoring and Reporting Program Table included as Section 4.2 in the Final EIR ("MMRP").

- A Minor Modification approved on May 8, 2025, made revisions to the Development Agreement.

- A Minor Modification approved on February 4, 2026, made revisions to the Development Agreement, the DOR COAs, and the VTTM COAs. This Minor Modification was approved pursuant to an Amended and Restated Settlement Agreement and Mutual Release (amending and restating the Original Settlement Agreement), which became effective on January 12, 2026, and replaced the Minor Modification approved on February 28, 2024; and

WHEREAS, Lennar Homes of California, LLC ("Lennar") purchased the portion of the Property that will contain the Townhomes ("Transferred Property") and entered into a Partial Assignment and Assumption Agreement with Imperial Avalon, LLC recorded on October 1, 2024 ("A/A Agreement"), under which Imperial Avalon, LLC assigned to Lennar and Lennar assumed from Imperial Avalon, LLC all of Imperial Avalon, LLC's rights and obligations regarding the Transferred Property, including rights and obligations under the Development Agreement, as more fully described in the A/A Agreement. As shown in Exhibit C of the A/A Agreement, the City consented to the assignment and assumption effectuated through the A/A Agreement, as required by Section 11 of the Development Agreement; and

WHEREAS, when the City approved the Development Agreement, the Property was owned by Imperial Avalon, LLC, a California limited liability company, which thereafter transferred ownership of the Property to Imperial Avalon DE, LLC, a Delaware limited liability company. Imperial Avalon DE, LLC and Lennar are referred to herein below as the "Developer"; and

WHEREAS, in or about December of 2025, Developer submitted to the City an application to amend and restate the Development Agreement pursuant to Government Code Sections 65864 through 65869.5 ("Amended and Restated Development Agreement"); and

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given,

the City's Planning Commission held a public hearing and heard testimony and considered all factors both oral and written on January 27, 2026, to consider Developer's application for the Amended and Restated Development Agreement. Following such public hearing, the Planning Commission recommended that the City Council approve the Amended and Restated Development Agreement; and

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on March 17, 2026, to consider Developer's application for the Amended and Restated Development Agreement, and following such hearing, during which the City Council heard testimony and considered all factors both oral and written, the City Council now desires by this Ordinance to approve the Amended and Restated Development Agreement (hereafter, "Agreement") after findings of consistency with the City's General Plan; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

Section 1. The above recitals are true and correct and are hereby incorporated into this Ordinance as set forth herein.

Section 2. The City Council finds that the Agreement was adequately assessed by the EIR and that there are no circumstances requiring additional environmental review. Specifically, no substantial changes are proposed in the Project that will require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; no substantial changes have occurred with respect to the circumstances under which the Project will be undertaken which will require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete, that shows any of the following: (A) the Project will have one or more significant effects not discussed in the EIR; (B) significant effects previously examined will be substantially more severe than shown in the EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

Furthermore, the approval of the Agreement is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the amendments made to the Development Agreement may have a significant effect on the environment. The amendments largely integrate modifications to the Development Agreement that were previously approved and are primarily related to the payment of fees and the provision of public benefits as well as other technical provisions such as mortgagee protection and assignment approval

provisions, rather than making physical changes to the Project or Project site.

Consequently, the City Council finds that the approval of the Agreement does not require any additional environmental review.

Section 3. Based upon all oral and written reports and presentations made by City staff, Developer, and members of the public, including any attachments and exhibits, the City Council hereby finds that:

a) The Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

b) The Agreement provides for a project that is located within an area suitable for the proposed use and is in conformance with the General Plan as amended by GPA No. 105-19, and the Imperial Avalon Specific Plan (SP No. 21-19), which is also the zoning designation for the Property pursuant to Zone Change (ZCC) No. 188-19, which changed the zoning map designation for the Property from Commercial Automotive/RM-8-D to Imperial Avalon Specific Plan.

c) The Agreement provides for a public convenience through significant monetary benefits which will contribute directly or indirectly to programs and services designed to provide for the health, safety and welfare of the public, thereby exhibiting good land use practices. The Agreement specifies the Community Benefits in Article 3. The Project will also be required to pay Development Impact Fees as provided in Section 5.8(d) of the Agreement.

d) The Agreement will not be detrimental to the public's health, safety and general welfare, nor will it adversely affect the orderly development or property values for the subject property or areas surrounding it.

e) The Agreement is in compliance with the procedures established by the City as required by Government Code Section 65865(c).

f) The Agreement in Article 6 provides for an annual review to ensure good faith compliance with the terms of the Agreement, as required in Section 65865.1 of the Government Code.

g) The Agreement specifies the contents required by Government Code Section 65865.2, including without limitation the 15-year term of the Agreement in Section 2.1 and other project details in Recital F.

(h) The Agreement includes conditions, terms, restrictions and requirements for development of the subject property in Article 4 (without limitation) and as permitted in Section 65865.2 of the Government Code.

(i) The Agreement contains provisions in Article 7 for termination of the Agreement prior to expiration of its term.

(j) The Agreement provides for amendment or cancellation in whole or in part, by mutual consent of the parties to the Agreement or their successors in interest, as required in Section 65868 of the Government Code.

(k) The Agreement is in the best public interest of the City and its residents and will achieve a number of City objectives including ensuring compatibility of the development and use of the site with surrounding uses, providing much needed housing in a variety of housing types, and helping achieve a sustainable balance of residential and non-residential development and a balance of traffic circulation through the City, in furtherance of General Plan goals and objectives.

(l) The Agreement supports General Plan goal LU-6: A sustainable balance of residential and nonresidential development and a balance of traffic circulation throughout the city. The project promotes a balanced mix of residential development and ground floor, pedestrian-serving commercial restaurant uses. The project provides for the inclusion of commercial restaurant uses that would provide easy access to a variety of foods within close proximity to existing and future residential communities. Consistent with policy LU-6.3, the Specific Plan specifically promotes a mixed-use zone that encourages pedestrian-oriented mobility. For the same reasons, the Agreement also supports SP No. 21-19.

(m) The Agreement supports General Plan goal LU-7: adjacent land uses that are compatible with one another. The proposed development of the project, with its gradual sensitive transition toward the western edge of the subject property, is compatible with the adjacent single-family residential Grace Avenue neighborhood. For the same reasons, the Agreement also supports SP No. 21-19.

(n) The Agreement supports General Plan goal LU-8: Promote mixed-use development where appropriate. The project is proposed as part of the City's ongoing effort to develop new mixed-use corridors. This site is located within close proximity to the Carson Street mixed-use corridor and The District at South Bay proposed development. For the same reasons, the Agreement also supports SP No. 21-19.

(o) The Agreement supports General Plan goal LU-15: promote development in Carson which reflects the "Livable Communities" concepts. The project encourages the location of housing, jobs, shopping, services, and other activities within easy walking distance of each other. By providing the potential for a variety of housing types, various multifamily unit types which may include senior housing, and for-sale townhome units, the project also supports Policy LU-15.2 which seeks to maintain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live in Carson. For the same reasons, the Agreement also supports SP No. 21-19.

(p) The Agreement supports General Plan Housing Element Goal 2: encourage the development of a variety of housing to meet needs of the broad spectrum of the community, with a particular emphasis on multifamily housing, and Goal 4: Promote housing opportunities for lower-income households and seniors. By providing a mix of unit types ranging from studios to four-bedroom homes, the project facilitates diversity of housing types and prices, supporting a wide variety of housing needs and promoting a multi-generational community. Additionally, the project supports Goal 4 by providing an exclusive pre-lease period for seniors and establishing a quota for units rented to seniors, recognizing that senior populations benefit from various types of housing models and from providing independent senior housing to meet the diverse needs of Carson's and the region's aging population.

(q) The Agreement provides, in Section 4.7, that any tentative map prepared for the Project subdivision will comply with Government Code Section 66473.7.

(r) The provisions of the Agreement are consistent with the General Plan, as amended by GPA No. 105-19, and all applicable specific plans.

Section 4. Based on the aforementioned findings, the City Council hereby approves the Agreement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, and authorizes its execution by the Mayor and all action necessary to comply with its terms.

Section 5. This Ordinance shall take effect on the 30th day following its adoption by the City Council. However, if and when the Agreement should terminate pursuant to Article 7 thereof, this Ordinance will automatically terminate concurrently therewith without any action needing to be taken by the City Council.

Section 6. Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said Development Agreement with the County Recorder within 10 days after execution thereof.

Section 7. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 Ordinance as hereby adopted shall remain in full force and effect.

Section 8. The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and effect execution, recordation and enforcement of this Ordinance and the Agreement.

Section 9. The City Clerk of the City of Carson shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in a newspaper of general circulation, printed and published within the City of Carson in accordance with the provisions of the Government Code.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** this ___day of _____, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____
Sunny K. Soltani, City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025
APN: 7337-001-026
APN: 7337-001-027
APN: 7337-001-028
APN: 7337-001-029

EXHIBIT "B"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19

SEE ATTACHED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Carson
701 E Carson Street
Carson, CA 90745
Attn: Planning Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DRAFT

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement ("**Agreement**") is entered into on the ____ day of _____, 2026 ("**Execution Date**"), by and between the City of Carson, a municipal corporation of the State of California ("**City**"), IMPERIAL AVALON DE, LLC, a California limited liability company ("**Imperial Avalon**"), and LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company ("**Lennar**"). Imperial Avalon and Lennar are referred to collectively in this Agreement as "**Developer**". The City and Developer shall be referred to jointly within this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. *The Development Agreement Statute.* California Government Code Sections 65864 *et seq*. ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation, and comprehensive planning and identifying the economic costs of such development.

B. *Orderly Development; Public Benefits.* The City Council finds that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property and the provision of public benefits, or funds therefor, to the City and its residents.

C. *The Property.* Developer owns the property located at 21207 South Avalon Boulevard in the City of Carson, County of Los Angeles, State of California (APNs 7337-001-025, 7337-001-026, 7337-001-027, 7337-001-028, and 7337-001-029) ("**Property**"). At the time of the approval of the Original DA, the General Plan land use designation for the Property

was Regional Commercial and Low Density Residential and the Property was zoned Commercial Automotive (CA) and RM-8-D (Design Overlay).

D. *Developer's Interest in the Property*. When the City approved the Original DA, the Property was owned by Imperial Avalon, LLC, a California limited liability company, which thereafter transferred ownership of the Property to Imperial Avalon DE, LLC. Developer currently owns the Property and as such, possesses the requisite equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

E. *The Park*. At the time of the approval of the Original DA, the Property was improved and in operation as a mobilehome park, known as Imperial Avalon Mobile Estates ("**Park**"). Imperial Avalon filed an application for approval of Relocation Impact Report No. 05-20 ("**RIR**") related to Park closure pursuant to CMC Section 9128.21 in early 2020 (the "**Closure Application**"). The Closure Application was heard and conditionally approved by the City's Planning Commission on May 13, 2020, via adoption of Planning Commission Resolution No. 20-2695. Following an administrative appeal to the City Council, on July 7, 2020, the City Council adopted City Resolution No. 20-113, affirming the Planning Commission's decision subject to imposition of added and modified conditions as set forth in the "Amended Conditions of RIR No. 05-20" which are attached to said resolution ("the **RIR Conditions**"), and specifying the earliest possible date of Park closure (i.e., the earliest date when residents may be compelled to vacate the Park) as January 1, 2022, subject to issuance of the required notices of termination of tenancy (the "**Closure Approval**"). As required by the Closure Approval, Developer has executed and recorded on title to the Property a "Declaration of Lease Covenants, Conditions and Restrictions Applicable to Park Closure Pursuant to Government Code § 27281.5" (the "**Option C Covenant**"). Furthermore, Developer agreed to provide certain enhancements to the relocation impact mitigation measures set forth in the RIR Conditions for the benefit of the displaced Park residents, which enhancements were set forth in a letter from Imperial Avalon to the Park residents dated September 9, 2021, without limitation (collectively, the "**Enhancements**"). At the time of the approval of the Original DA, Developer had not yet issued the required 6-month notice of termination of tenancy, which was a prerequisite of Park closure. As of the Effective Date thereof, some residents remained in the Park while some had vacated the Park voluntarily pursuant to early termination agreements entered into with the Developer in accordance with the RIR Conditions, and implementation/satisfaction of the RIR Conditions remained pending and underway. Developer still intended, and had the right, to issue the requisite 6-month notice of termination of tenancies and thereafter close the Park during the effective period of the Closure Approval, and later did so. It is understood and was decided by the City in acting upon the Closure Application that the Closure Application and the City's review and decision thereon was exempt from the California Environmental Quality Act ("**CEQA**") review and did not constitute a "project" within the meaning of CEQA. On that basis, a Notice of Exemption was filed in connection with the Closure Approval on July 17, 2020, and no CEQA-related challenges were filed within the applicable 35 day statute of limitations period. The Parties acknowledge that closure of the Park has occurred in accordance with the Original DA and other documents, regulations and authorities, although certain rights and obligations remain in effect related to the small number of

former Park residents who selected Option C under the RIR Conditions and the Option C Covenant and thereby acquired a right of tenancy in the Project.

F. *The Project.* Developer desires to re-develop the Property as a mixed-use residential and commercial development (the "**Project**"). The Project consists of 764 multi-family residential units within two buildings of up to four stories (or sixty-eight feet, six inches [68'6"] each, including at least one parking structure per building, each on their own lot on the eastern portion of the Property (the "**Apartments**"), 351 attached/detached and stacked flat townhome units of up to three stories (or thirty-eight feet, six inches [38'6"]) each, all located on another lot on the western portion of the Property (the "**Townhomes**"), for a total of 1,115 residential units and a density of 41 dwelling units per acre, 111,581 square feet of publicly accessible open space (including a minimum 22,859 square foot park), and 10,000 square feet of commercial space, all of which shall be restaurant use(s). To that end, on October 3, 2019, Imperial Avalon filed a development permit application with the City (Master Redevelopment Project No. PL10044) seeking various entitlements to develop the Project (collectively, the "**Development Application**"). The City determined the Development Application was complete on December 24, 2019.

G. *Project EIR and Entitlements.* The City is the lead agency, within the meaning of the CEQA, for purposes of conducting environmental review of the Project. The City has found and determined that all actions required of City precedent to approval of the Original DA were duly and regularly taken. In accordance with the requirements of CEQA, appropriate studies, analyses, reports, documents, and errata were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a duly noticed public hearing on November 21, 2022, certified the Environmental Impact Report ("**EIR**") and adopted a Statement of Overriding Considerations for the Project in accordance with CEQA. The Project is identified in the EIR as Alternative 3 and is fully assessed in the EIR and the errata thereto.

H. *Original Planning Commission Approvals.* On the same day, the Planning Commission, after giving notice pursuant to the CMC and Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Development Application, and following the hearing, adopted Planning Commission Resolution No. 22-244, which: (i) made CEQA findings and determinations as referenced above; (ii) conditionally approved Site Plan and Design Overlay Review ("**DOR**") No. 1803-19 and Vesting Tentative Tract Map ("**VTTM**") No. 83157 for the Project subject to City Council approval of General Plan Amendment ("**GPA**") No. 105-19 (changing the General Plan land use designation for the Property from Regional Commercial/Low Density Residential to Urban Residential), Specific Plan ("**SP**") No. 21-19 (Imperial Avalon Specific Plan), Zone Change ("**ZCC**") No. 188-19 (changing the Property zoning from Commercial Automotive (CA)/Residential, multifamily – 8 units per acre (RM-8) with a Design Overlay to Imperial Avalon Specific Plan [IASP]), and Development Agreement No. 23-19 ("**Original DA**") (inclusive of the Adopting Ordinance); and (iii) recommended that the City Council approve GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 for the Project (DOR No. 1803-19, VTTM No. 83157, GPA No. 105-19, SP No. 21-19, ZCC No. 188-19, and DA No. 23-19 collectively, together with the EIR, the "**Entitlements**").

I. *Original City Council Approvals*. On December 6, 2022, the City Council, after provision of the public notice required by law, held a public hearing to consider the Development Application and the Planning Commission's actions and recommendations thereon. Following the hearing, the City Council: (i) adopted City Council Resolution No. 22-242, making, ratifying and affirming the CEQA findings and the actions of the Planning Commission related to certification of the EIR with respect to approval of the VTTM and making findings pursuant to CEQA Guidelines Sections 15162-15164, and modifying, pursuant to CMC Section 9173.4(c)(2)(b), the decision of the Planning Commission adopting Planning Commission Resolution No. 22-244 with respect to the conditions of approval of the VTTM, pursuant to Developer's appeal; (ii) adopted City Council Resolution No. 22-243, making, ratifying and affirming the CEQA findings and the actions of the Planning Commission related to certification of the EIR with respect to approval of the GPA, and approving the GPA; (iii) introduced, and subsequently, on December 13, 2022, adopted, Ordinance No. 22-2221, making, ratifying and affirming the CEQA findings and the actions of the Planning Commission related to certification of the EIR with respect to approval of the SP and ZCC, conditionally approving the SP, and approving the ZCC; and (iv) introduced, and subsequently, on December 13, 2022, adopted, Ordinance No. 22-2222, making, ratifying and affirming the CEQA findings and the actions of the Planning Commission related to certification of the EIR with respect to approval of the Original DA, and approving the Original DA.

J. *Original Conditions of Approval*. Exhibit "B" of Planning Commission Resolution No. 22-244 imposes Conditions of Approval on Imperial Avalon Site Plan and Design Review No. DOR 1803-19 ("**DOR COAs**"), and Exhibit "C" of Planning Commission Resolution No. 22-244, as amended by City Council Resolution No. 22-242, imposes Conditions of Approval on Imperial Avalon Vesting Tentative Tract Map 83157 ("**VTTM COAs**"). Exhibit "C" of City Council Ordinance No. 22-2221 imposes Conditions of Approval on SP No. 21-19 ("**SP COAs**").

K. *Modifications to the Original Entitlements.* The Original Entitlements were subsequently amended through Minor Modifications requested by Imperial Avalon and approved by the City pursuant to Section 12.4 of the Original DA, as follows (collectively, the "**Approved Minor Modifications**"):

- A Minor Modification approved on May 24, 2023, made revisions to the Original DA and resolved an inconsistency between the Specific Plan and the approved Project plans regarding the required Project building setback from the 405 freeway.

- A Minor Modification approved on February 28, 2024, made revisions to the Original DA. This Minor Modification was approved pursuant to a Settlement Agreement and Mutual Release between the City and Imperial Avalon, which became effective on or about February 28, 2024 ("**Original Settlement Agreement**").

- A Minor Modification approved on June 10, 2024, made revisions to the Original DA, the DOR COAs, the VTTM COAs, and the Mitigation Monitoring and Reporting Program Table included as Section 4.2 in the Final EIR ("**MMRP**").

- A Minor Modification approved on May 8, 2025, made revisions to the Original DA.

- A Minor Modification approved on February 4, 2026 made revisions to the Original DA, the DOR COAs, and the VTTM COAs. This Minor Modification was approved pursuant to an Amended and Restated Settlement Agreement and Mutual Release (amending and restating the Original Settlement Agreement), which became effective on January 12, 2026.

L. *Sale of Portion of the Property*. Lennar purchased from Imperial Avalon the portion of the Property that will contain the Townhomes ("**Lennar Transferred Property**") and entered into a Partial Assignment and Assumption Agreement with Imperial Avalon, recorded on October 1, 2024 ("**A/A Agreement**"), under which Imperial Avalon assigned to Lennar and Lennar assumed from Imperial Avalon all of Imperial Avalon's rights and obligations regarding the Lennar Transferred Property, including rights and obligations under this Agreement, as more fully described in the A/A Agreement. As shown in Exhibit C of the A/A Agreement, the City consented to the assignment and assumption effectuated through the A/A Agreement, as required by Section 11 of this Agreement.

M. *Application for Amended and Restated Development Agreement.* In or about December of 2025, Developer submitted to the City an application to amend and restate the Original DA, in order to incorporate changes made through the Approved Minor Modifications and to make other revisions to the Original DA contained in this Agreement.

N. *Approval of Amended and Restated Development Agreement*. On January 27, 2026, in accordance with Development Agreement Law, the Planning Commission held a duly noticed public hearing and adopted Resolution 26-2898, recommending that the City Council approve this Agreement. On _____, 2026, the City Council introduced, and subsequently, on _____, 2026, adopted, Ordinance No. 26-2606, making CEQA findings and approving this Agreement. The Planning Commission and the City Council have found, on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

O. *Carson Park and Recreation Subsidy*. The Original DA, in Section 3.1.1, required Developer to pay to the City Three Hundred Thousand Dollars ($300,000) to be used by City to subsidize Carson residents' fees and costs associated with park and recreational registration, trophies, and jerseys ("**Carson Park and Recreation Subsidy**"). City and Developer acknowledge and agree that Developer has paid the Carson Park and Recreation Subsidy to the City in full as of the Execution Date of this Agreement. This provision is omitted from Article 3 of this Agreement only because it has already been satisfied; nothing herein shall be construed to retroactively rescind, remove or otherwise affect the validity of the original obligation in any way.

P. *Developer's Interest in the Property*. Developer currently owns the Property and as such, possesses the requisite equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

Q. *Effect on Original DA and Approved Minor Modifications*. The Parties intend that this Agreement, upon taking effect, shall do the following:

(1) This Agreement shall supersede the Original DA and all amendments to the Original DA made through the Approved Minor Modifications.

(2) Exhibit D shall supersede the DOR COAs and the VTTM COAs, including all revisions made to the DOR COAs and VTTM COAs through the Approved Minor Modifications. Exhibit D also includes the SP COAs, which have not been modified.

(3) Amendments made by the Approved Minor Modifications to Specific Plan No. 21-19 and the MMRP shall remain in full force and effect.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

1.1 "**Adopting Ordinance**" means Ordinance No. 22-2222 approving the Original DA, introduced on December 6, 2022, and adopted on December 13, 2022.

1.2 "**Agreement**" means this Amended and Restated Development Agreement, including all of its exhibits.

1.3 "**Annual Review**" means the annual review of the Developer's performance under this Agreement in accordance with Article 6 of this Agreement.

1.4 "**Applicable Laws**" means, collectively, the following:

a. The Project Development Approvals.

b. The Existing Land Use Regulations**.**

c. Subsequent Development Approvals.

d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.

e. The Closure Approval and associated covenants and agreements, including without limitation the Option C Covenant and the Enhancements.

1.5 "**Approval Date**" means the date on which the City Council conducted the second

reading of the Adopting Ordinance. That date is December 13, 2022.

1.6 "**CFD**" means any Community Facilities District that is applicable to the Property and formed pursuant to the Mello Roos Community Facilities Act of 1982.

1.7 **"City**" means the City of Carson, a California Charter city.

1.8 "**City Council**" means the City Council of the City of Carson.

1.9 "**CMC**" means the Carson Municipal Code.

1.10 "**Conditions of Approval**" means all conditions imposed on the Project by the City, as amended by this Agreement, including (without limitation) those recommended by the Los Angeles County Fire Department, as part of the approval of the Project.

1.11 "**Director**" means the City's Community Development Director, or his or her designee.

1.12 "**Developer**" means IMPERIAL AVALON DE, LLC, a California limited liability company, LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company, and their successors and assigns to all or any part of the Property. The respective rights and obligations of Imperial Avalon DE, LLC, and Lennar Homes of California, LLC, under this Agreement are further clarified in the A/A Agreement, including any amendments thereto.

1.13 "**Developer's Vested Right**" means Developer's right to complete the Project in accordance with, and to the full extent permitted under, the Applicable Laws and this Agreement, as more fully set forth in Articles IV-V of this Agreement.

1.14 **"Development"** means the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

1.15 "**Development Approvals**" means all Project-specific non-legislative approvals. Development Approvals include, but are not limited to, plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports, and any amendments, addenda or modifications to those matters. "Development Approvals" does not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, or (iii) any matter where City has reserved authority under Article 5 of this Agreement. Development Approvals are not Land Use Regulations.

1.16 "**Development Plan**" means Developer's plan for completion of the Project in compliance with and to the full extent of the Project Development Approvals and Applicable Laws.

1.17 "**Effective Date**" means the date on which the Adopting Ordinance became effective, or thirty (30) days after the second reading of the Adopting Ordinance.

1.18 "**Entitlements**" means this Agreement, and the other Entitlements and approvals listed in Recital H.

1.19 "**Exhibit**" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

Exhibit A	Legal description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Public Open Space Areas
Exhibit D	Amended and Restated COAs
Exhibit E	Excerpts from 2022 California Mechanical Code (Including the July 1, 2024 Supplement)

1.20 "**Existing Land Use Regulations**" means (i) all Land Use Regulations in effect on the Effective Date and (ii) any changes to Land Use Regulations enacted on or after the Approval Date and before the Effective Date for which Developer has provided its written consent to allow those changes to apply to the Project.

1.21 "**Land Use Regulations**" are laws and regulations enacted through legislative actions of the City Council. Land Use Regulations include ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan and the CMC (including the Carson Zoning Ordinance, Chapter 1 of Article IX of the CMC) which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project. "Land Use Regulations" do not include (i) Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to the City pursuant to Article 5 of this Agreement.

1.22 **"Mortgage**" means a (i) mortgage, deed of trust, or other security instrument encumbering the Property or (ii) a pledge agreement encumbering the membership interests in a Developer.

1.23 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust, a pledgee of a pledge agreement, or any other security device, a lender, or each of their respective successors and assigns.

1.24 "**Project**" as described this Agreement, means the development of the Property consistent with and to the full extent of the Project Development Approvals and all applicable Land Use Regulations.

1.25 "**Project Development Approvals**" means all Development Approvals, inclusive of the Entitlements and all Conditions of Approval. Project Development Approvals include, without limitation, all Development Approvals needed or desired by Developer to complete the Project, provided that those Development Approvals are consistent with Developer's Vested Right, this Agreement, and the City's General Plan and the Carson Zoning Ordinance.

1.26 "**Property**" means the real property described in Exhibit "A" and shown in Exhibit "B."

1.27 "**Reservation of Authority**" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.

1.28 "**Subsequent Land Use Regulations**" means those Land Use Regulations which are both adopted and effective on or after the Approval Date and which are not included within the definition of Existing Land Use Regulations.

1.29 "Subsequent Development Approvals" means all Development Approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Development Approvals.

1.30 "**Term**" shall have the meaning ascribed to it in Section 2.1, unless earlier terminated as provided in this Agreement.

2. TERM & GENERAL COVENANTS.

2.1 Term. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire 15 years after December 13, 2022, subject to any early termination provisions described in this Agreement. The Term and expiration date of all Entitlements and Project Development Approvals shall also be extended to 15 years consistent with the Term of this Agreement.

2.2 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the development of the Property for completion of the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement.

2.3 Agreement Runs with the Land. This Agreement shall be recorded and shall run with the land. Pursuant to Government Code Section 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.

2.4 Covenant Against Discrimination. The Developer 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, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. The Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed,

religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry.

2.5 Construction Timing and Park Closure. Developer covenants that Project construction will not commence until the existing mobilehome park at the Property (i.e., the Park) has been closed and all remaining Park residents or occupants have vacated the Property. As of the date of this Agreement, Developer and City acknowledge and agree that the Park has been closed and all Park residents or occupants have vacated the Property.

2.6 Park Closure Application and Covenants. Developer further acknowledges that nothing in this Agreement is intended to supersede or negate the benefits committed to Park residents (current or former) approved through the separate Closure Approval or associated covenants or agreements, including the Option C Covenant and the Enhancements, which are unrelated to the Project and this Agreement.

2.7 Original DA and Approved Minor Modifications.

2.7.1 From and after the effective date of the City ordinance approving this Amended and Restated Development Agreement, the Original DA and all revisions to the Original DA made in the Approved Minor Modifications shall be void and of no further force or effect, and shall be superseded by this Agreement, which is intended as an amendment and restatement of the Original DA.

2.7.2 From and after the effective date of the City ordinance approving this Amended and Restated Development Agreement, the DOR COAs and VTTM COAs and all revisions to the DOR COAs and VTTM COAs made in the Approved Minor Modifications shall be replaced in their entirety by the Amended and Restated DOR COAs and Amended and Restated VTTM COAs in Exhibit D of this Agreement.

2.7.3 Notwithstanding section 2.7.1 and 2.7.2, all revisions to Specific Plan No. 21-19 and the MMRP made through the Approved Minor Modifications shall remain in full force and effect.

3. DEVELOPER'S OBLIGATIONS AND COMMUNITY BENEFITS.

As consideration for the granting of Developer's Vested Right in accordance with Article 4 below and subject to the City's Reservation of Authority set forth in Article 5 below, Developer shall do all of the following:

3.1 Senior and Veteran Housing.

3.1.1 Prior to issuance of a Certificate of Occupancy, the Developer shall prepare, submit to the City for review, and implement a veterans and senior citizen marketing and outreach program for the Project's Apartment units, subject to the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall exclusively market the Project's Apartment units to veterans and their families as well as senior citizens (over the age of 55) who currently reside within the City or the general South Bay area for a period of sixty (60) days prior to the units being offered for rent to the general public ("Exclusive Pre-Lease Period"). During this Exclusive Pre-Lease Period, Developer shall make best efforts to

lease units to local veterans and their family members and senior citizens provided that all such applicants meet generally applicable leasing qualifications and criteria imposed by Developer. Nothing in this Agreement shall require that any of the Project Apartment units be actually occupied by local veterans or their family members. Further, nothing in this Agreement requires more than 83 of the total 1,115 units to be leased to senior citizens at a given time.

3.1.2 Commencing two years after issuance of a certificate of occupancy for the second Apartment building, Developer shall demonstrate to the City on an annual basis that at least eighty-three (83) of the Project's Apartment units are rented to senior citizens (defined as fifty-five (55) years or older) ("Project Senior Obligation"). The Developer shall demonstrate it is meeting the Project Senior Obligation by providing rental information or other form of occupancy verification confirming that seniors are renting at least 83 of the Project Apartment units.

3.2 Apartment and Townhome Enhanced Sustainability and Environmental Benefits. Developer shall agree to incorporate the following enhanced sustainability and environmental benefits into construction of the Apartments and Townhomes for the Project. In recognition of the enhanced environmental benefits provided by the Project Apartments and Townhomes through this Section 3.2, the City shall subject the Project Apartments and Townhomes to the 2019 California Building Standards Code as applicable to and/or adopted by the City pursuant to CMC Article VIII, provided Developer submits a conceptual design package to the City's Building & Safety Department on the City Building & Safety Department's Online Plan check (BSOP) website prior to January 1, 2023. The conceptual design package shall consist of a schematic set of development and design plans for all disciplines with sufficient detail for the City to undertake zoning compliance review, but shall not be required to include landscaping, structural, energy, accessibility, mechanical, electrical and/or plumbing related plans and design, provided it is within the City's legal discretion to deem such submittal complete as necessary to facilitate such grandfathering under applicable state and local law. A full set of construction plans with all disciplines shall be submitted prior to January 1, 2024 for the Apartments and Townhomes. Upon submittal of the full set of construction drawings, the Project shall be subject to the 2019 California Building Standards Code for the Term of this Agreement as specified in Section 2.1. It is further acknowledged that Developer submitted the necessary construction documents to the City's Building & Safety Department on or before December 11, 2023, prior to the January 1, 2024 deadline, and has therefore fully satisfied the requirements as set forth above in this Section 3.2 to subject the entire Project (Townhomes and Apartments) to the 2019 California Building Standards Code for the duration of the Term of the Agreement.

a. **Refrigerant Requirements and Additional EVCS Requirements for Apartments.**

(i) Notwithstanding the first paragraph of Section 3.2, the Apartments shall comply with Sections 1104.6.1 through 1104.6.2.4, inclusive, of the 2022 California Mechanical Code ("CMC") (including the July 1, 2024 Supplement), attached hereto as Exhibit E, which specify the type of refrigerant to be used for air conditioning systems and provide enhanced environmental benefits as compared to the requirements of the 2019 CMC.

(ii) In addition to the 15% of Apartment building parking spaces requiring full EVCS with EV chargers installed under subsection 3.2(b), an additional five percent (5%) of the Apartment parking spaces (otherwise required to only have conduit and wiring for future EVCS installation under subsection 3.2(b)) shall have full EVCS with EV chargers installed.

(iii) Notwithstanding any other provision of this subsection 3.2(a), the Apartments shall comply with the 2019 California Building Code requirements, including requirements related to providing conduit to ensure the Apartments are solar-ready for future installations. Where there are inconsistencies between the requirements of this Agreement and the 2019 California Building Code, Developer shall comply with the requirements of the 2019 California Building Code with the Los Angeles County Amendments.

(iv) This subsection 3.2(a) does not alter or modify any requirement applicable to the Townhomes.

b. **Enhanced Electric Vehicle Charging Stations ("EVCS").** Developer shall equip a total of fifty percent (50%) of the Project parking spaces with an EVCS benefit, as follows: (a) fifteen percent (15%) of the total Project parking spaces shall be full EVCS, with EV chargers installed; and (b) thirty-five percent (35%) of the total Project parking spaces shall have conduit and wiring to allow for future EVCS installation. The electrical panel for all buildings shall be designed such that it can accommodate full EVCS for 50% of parking spaces for the Project. EVCS spaces shall be assigned and managed in accordance with the parking management plan required per the Conditions of Approval, which may require the Developer to convert the EVCS parking spaces that are initially only provided with conduit and wiring into full EVCS parking spaces (with chargers installed) incrementally over time based on tenant need. All Townhomes shall have 240 volt NEMA 14-50 installed in the garage. All Townhomes shall have conduit and wiring for future solar installations.

c. **Mechanical Dwelling Unit System Efficiency Benefit.** The Project provides a mechanical dwelling unit system with a Seasonal Energy Efficiency Ratio ("SEER") of 15.

d. **Lighting Occupancy Sensors and Fenestration Energy Efficiency.** Notwithstanding any other provision of this Section 3.2, the Project shall: (i) provide state of the art occupancy sensors consistent with the California Energy Code in place at the time the time of Project permitting; and (ii) purchase and install windows and exterior façade materials consistent with the California Energy Code requirements in place at the time of Project permitting.

3.3 Publicly Accessible, Privately Maintained Open Space. Developer shall make the Project open space areas identified on Exhibit C attached to this Agreement ("**Public Open Space Areas**"), which total approximately 111,581 square feet, accessible to the public during the hours of 7:00 a.m. to 7:00 p.m. Developer shall be fully responsible for all maintenance, care and upkeep of the Public Open Space Areas through the life of the Project; this obligation shall survive

any termination or expiration of this Agreement.

3.4 Existing Pedestrian Bridge. Developer and City shall immediately commence good faith negotiations on improving the existing bridge that crosses the Dominguez Channel and connects Avalon Boulevard with Lenardo Boulevard ("Bridge"). Such negotiations will focus on improvements to the Bridge that will a) create and enhance the pedestrian access between Avalon Boulevard and Lenardo Boulevard; and b) improve the aesthetic appearance of the Bridge and the pedestrian connection between Avalon Boulevard and Lenardo Boulevard. Subject to any requisite approvals from any authority with jurisdiction over the Bridge, such improvements will include, but are not limited to, the following:

(1) removing the existing "PEDESTRIANS PROHIBITED" sign to allow for pedestrian access;

(2) restriping, or otherwise improving the aesthetic appearance of the Bridge;

(3) improving the pedestrian experience between Avalon Boulevard and Lenardo Boulevard through the installation of new landscaping and amenities such as additional wayfinding signage, etc. or other aesthetic improvements (collectively, the "**Improvements**").

Developer shall contribute an aggregate amount up to but not to exceed one hundred and twenty-five thousand dollars ($125,000), unless otherwise agreed to by Developer and City in a separate agreement, towards the Improvement no later than five (5) years from the Effective Date.

3.5 Restaurant and Kitchen Timing. Developer agrees that the restaurant space to be included in the Project's approximately 10,000 square feet (including outdoor/patio space) of ground floor commercial area must include a fully built out kitchen prior to issuance of a certificate of occupancy for the last residential building constructed within the Project.

3.6 Art Benefit.

a. **Apartments.** Prior to issuance of any certificates of occupancy for each of the two Apartment buildings, the Developer shall pay a public art fee equal to one percent (1%) of the total building valuation for the respective Apartment buildings as determined by the City's Building Official in accordance with the Marshall-Swift Valuation Guide per the City Building Official's standard practice ("Apartment Art Fee").

In lieu of paying the Apartment Art Fee, Developer may incorporate on-site art ("Apartment Art"), including but not limited to art within the exterior north side of the Project facing the 405 freeway, to the satisfaction of the Director, in which case Developer shall submit an Apartment Art plan, valuation, and implementation plan to the Director prior to issuance of the first certificate of occupancy for the respective Apartment building.

Unless otherwise approved by the Director pursuant to the Apartment Art implementation plan, Developer's on-site Apartment Art which corresponds to a particular building shall be installed prior to issuance of a final certificate of occupancy for the respective building. Individual

art valuations shall be submitted for each building. Should the value of Developer's onsite Apartment Art be less than one percent (1%) of the total building valuation for each of the two Apartment buildings, respectively, then Developer shall pay the City the difference in its entirety prior to issuance of the final certificate of occupancy for the respective Apartment building.

b. **Townhomes.** Prior to issuance of any certificates of occupancy for the Townhomes, the Developer shall pay a public art fee equal to one percent (1%) of the total building valuation for all Townhomes as determined by the City's Building Official in accordance with the Marshall-Swift Valuation Guide per the City Building Official's standard practice ("Townhome Art Fee").

In lieu of paying the Townhome Art Fee, Developer may incorporate on-site art ("Townhome Art"), including but not limited to art within the exterior north side of the Project facing the 405 freeway, to the satisfaction of the Director, in which case Developer shall submit a Townhome Art plan, valuation, and implementation plan to the Director prior to issuance of the first certificate of occupancy for the Townhomes.

Unless otherwise approved by the Director pursuant to the Townhome Art implementation plan, Developer's on-site Townhome Art shall be installed prior to issuance of a final certificate of occupancy for the Townhomes. Should the value of Developer's onsite Townhome Art be less than one percent (1%) of the total building valuation for Townhomes, then Developer shall pay the City the difference in its entirety prior to issuance of the certificate of occupancy for the 150th Townhome constructed as part of the Project.

3.7 Traffic Signal. Developer shall fund and install a new traffic signal at the Project entry location on Avalon Boulevard between the I-405 interchange and 213th Street, in accordance with plans approved by the City's Director of Public Works or his or her designee, which shall include approval of the projected costs. Developer will be eligible for reimbursement of up to 50% of the approved costs of the new traffic signal by City upon completion of the comprehensive redevelopment of the Kott site (located to the east of the Property, north of E. 213th St. and east of Avalon Blvd. to the I-405 freeway). Developer shall submit plans for the traffic signal with an estimate of the cost prior to issuance of the first building permit issued for the Project and shall complete installation prior to issuance of the first Project certificate of occupancy.

In addition to the traffic signal at the Project entry location on Avalon Boulevard between the I-405 interchange and 213th Street, Developer is responsible to signalize the currently stop-controlled Grace Avenue/213th Street intersection per MMRP PDF-TRA-2 ("Grace Avenue/213th Street Signalization"). In lieu of signalizing the intersection, Developer may pay an in-lieu fee of Seven Hundred and Fifty Thousand Dollars ($750,000) to the City. The in-lieu fee shall be payable as follows: One Hundred Thousand Dollars ($100,000) shall be due prior to issuance of any Building Permit for the Project and Six Hundred and Fifty Thousand Dollars ($650,000) shall be due prior to issuance of any Certificate of Occupancy for the Project in order to satisfy the requirement. The amount prescribed shall be used by the City to upgrade the Grace Avenue/213th Street intersection.

4 DEVELOPMENT OF THE PROPERTY.

4.1 Scope of Developer's Vested Right. Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to develop the Project in accordance with and to the full extent permitted under the Applicable Laws and this Agreement ("**Developer's Vested Right**").

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations which were in full force and effect as of the Effective Date, subject to the terms of this Agreement.

4.3 Rights under State and Federal Law. Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code Section 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.

4.4 Apportionment. Developer shall have the right to apportion the uses, intensities, and densities of the Project between itself and any subsequent owners, upon the sale, transfer, or assignment of all or any portion of the Property, so long as such apportionment is consistent with the Applicable Laws and this Agreement.

4.5 Lesser Development. Except as otherwise provided in this Agreement: without amending this Agreement, Developer shall have the right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building size than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Project Development Approvals and this Agreement.

4.6 Project Development Approvals; Subsequent Development Approvals. The Project Development Approvals for the Project may require the processing of Subsequent Development Approvals. Subject to the provisions of Section 4.7 below, the City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The parties acknowledge that subject to the Existing Land Use Regulations, under no circumstances shall City be obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. However, unless otherwise requested by Developer, City shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after such approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Project Development Approvals made pursuant to Developer's application shall not require an amendment to this Agreement. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Existing Land Use Regulations.

4.7 Role of Project Development Approvals. Except as provided within this

Agreement, the Project Development Approvals shall exclusively control the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement, and construction standards and specifications applicable to the Project. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property or any portion thereof, if any, filed within the term of this Agreement shall automatically be extended for the term of this Agreement, as amended by the Project Development Approvals. In addition, Developer shall have the right to commence Project construction of both Apartment buildings and the Townhomes within the Project prior to the recordation of an approved final subdivision map No. 83157 if applicable permits have been issued and all other applicable conditions of approval and Development Agreement provisions are met. However, the approved final subdivision map must be recorded prior to issuance of any certificates of occupancy (temporary or otherwise) for the Project, and prior to any occupancy of the Project. Following recordation of the final subdivision map, temporary certificates of occupancy shall be issued if buildings or units are deemed to have satisfied all applicable fire-life safety components and systems to safely occupy the completed areas as determined by the Building Official. To support development of the Project, which may be completed in phases, the City hereby agrees that final certificates of occupancy shall also be issued for each individual Project phase. The anticipated phases consist of: (i) the Townhome component, (ii) the first Apartment building and (iii) the second Apartment building, respectively. Any tentative map prepared for the Project subdivision will comply with Government Code Section 66473.7.

4.8 Moratorium. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.

4.9 Maintaining Property. The Property must at all times be maintained and generally kept in a clean condition, in accordance with the CMC and the City's code enforcement regulations.

5. CITY'S RESERVATION OF AUTHORITY.

Notwithstanding Developer's Vested Right, the Project is subject to the following Subsequent Land Use Regulations:

5.1 City's Discretion Under Applicable Laws. In considering future applications, if any, for a Subsequent Development Approval, the City may exercise its regulatory discretion to the extent permitted by the Applicable Laws.

5.2 Uniform Codes. Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes, and also adopted by City as Subsequent Land Use

Regulations, but only if: (i) the Project is not subjected to the 2019 codes pursuant to Section 3.2 of this Agreement; and (ii) such changes are applicable City-wide.

5.3 Emergencies. Emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("**Conflicting Emergency Regulations**"), provided that the Conflicting Emergency Regulations:

a. Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, County Board of Supervisors and applicable to incorporated areas, including the City, or the City Council;

b. Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;

c. Do not primarily or disproportionately impact the development of the Project; and

d. Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

5.4 Laws of Other Jurisdictions. Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:

a. Federal, state, county, and multi-jurisdictional laws and regulations (the "**Additional Regulations**"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to the Project's EIR.

b. If an Additional Regulation is enacted after the Effective Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent with the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.

c. Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Development with other public agencies, if any, having jurisdiction over the Property or

the Project.

5.5 Modification or Suspension by Federal or State Laws. In the event that Federal or State laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

5.6 Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach as the City shall approve. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Nothing in this paragraph shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 5.6 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

5.7 Prevailing Wages. Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not 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. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City (which, for purposes of this section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and 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 Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

5.8 Fees, Taxes, and Assessments.

a. **Processing Fees**. The Developer shall pay all processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Project Development Approvals, including but not limited to, City Attorney fees incurred by City for the review, preparation and negotiation of the Entitlements, inclusive of this Agreement, at a rate of $495 per hour for partners and $395 per hour for associates, and for monitoring compliance with any Project Development Approvals granted or issued, in accordance with the Reimbursement and Indemnification Agreement entered into by and between the Parties effective December 16, 2019, and as amended and restated pursuant to the First Amended Reimbursement and Indemnification Agreement entered into by and between the Parties effective June 1, 2022, and as the same may be amended from time to time by mutual agreement of the Parties.

b. **Permit Fees**. Except as expressly provided in this Agreement, Developer shall pay all standard permit fees and other fees and charges which are standard and uniformly-applied to similar projects in the City.

c. **Master Community Facilities District.** On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the "**Master CFD**") for the purpose of funding the maintenance of public infrastructure within the area of the Master CFD which is within the City's jurisdictional boundaries (the "**Services**") including areas that voluntarily annex into the Master CFD. The Parties agree that the City will not require annexation of the Property or the Project into the Master CFD for the life of the Project. This provision shall survive the Term of the Agreement.

d. **Development Impact Fee.** Developer shall be required to pay any Development Impact Fees that would normally be required in the execution of the Project pursuant to City Ordinance No. 19-1931. In accordance with Carson Municipal Code Section 11504, the City has determined that Developer shall not be required to pay Development Impact Fees for any Townhome or Apartment building until the issuance of a certificate of occupancy for the specific Townhome or Apartment building or up to twelve (12) months following the issuance of the building permit for the specific Townhome or Apartment building, whichever occurs first. The deferred Development Impact Fee payments will be based on the fees in effect at the time of actual payment, including any applicable fee credits or reimbursements to which Developer might be entitled under the Carson Municipal Code. Developer's obligation for payment of Development Impact Fees is as more particularly detailed in DOR Condition of Approval No. 59 and VTTM Condition of Approval No. 103. This provision is intended to be, and shall be implemented so as to be, consistent with the requirements of Government Code Section 66007, and is not intended to

confer a unique or special benefit on the Project that it would not otherwise be entitled to under state law and the Carson Municipal Code.

e. **General Charges**. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property, excluding any existing or future CFD:

(i) Additional Taxes, Fee, and Charges. Developer, or Developer's Project occupants, shall pay all normal and customary taxes, fees, and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar properties in the City.

(ii) Developer, or Developer's Project occupants, shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as business license fees or taxes, sales or use taxes, transient occupancy taxes, utility taxes, and public safety taxes;

(iii) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

(iv) Developer, or Developer's Project occupants, shall be obligated to pay any utility fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

5.9 Inconsistencies. It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations or Conditions of Approval and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations and Conditions of Approval shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations and Conditions of Approval shall govern. As between several instruments and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (i) the terms of this Agreement shall prevail over the provisions of the Existing Land Use Regulations and Project Development Approvals except where the Conditions of Approval are more restrictive, in which event the Conditions of Approval shall prevail; (ii) the terms of the Project Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (iii) the terms of the Project Development Approvals shall take priority over the provisions of the CEQA instruments and EIR approved in conjunction with the Project, except where the EIR is legally preemptive.

6. ANNUAL REVIEW.

6.1 Timing of Annual Review. Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the

part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement, nor shall it be deemed a breach on the part of Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

6.2 Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.

6.3 Standards for Annual Review. During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. "**Good faith compliance**" shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.

6.4 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:

a. As part of either an Annual Review or Special Review, within ten (10) days of a request for information by the City, the Developer shall deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Existing Land Use Regulations.

b. The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. If the City Manager determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

c. If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

d. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.11.

6.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

6.6 Review Process Not a Prerequisite to Declaring a Default. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and initiating the default and cure procedure in Article 7. In other words, either party may declare a default at any time without first undertaking the Annual Review or Special Review process.

6.7 Public Hearings. The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

7. DEFAULTS AND REMEDIES.

7.1 Remedies Available. The parties acknowledge and agree that other than the termination of this Agreement pursuant to Article 7, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this Agreement, Developer shall not be entitled to any money damages from City by reason of any default under this Agreement. Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which the Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Developer acknowledges that such remedies are adequate to protect Developer's interest hereunder and the waiver made herein is made in consideration of the obligations assumed by the City hereunder.

7.2 Declaration of Default & Opportunity to Cure.

a. Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of this Section 7.2.

b. Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("**Defaulting Party**") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure (the "**Default Notice**"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

(i) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(ii) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;

(iii) Promptly commences to cure the default within the thirty (30) day period;

(iv) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(v) Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

7.3 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may seek termination of this Agreement, in which case the Non-Defaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will

elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate this Agreement will only be rescinded if so determined by the City Council pursuant to Section 7.4.

7.4 Hearing Opportunity Prior to Termination. If Developer is the Defaulting Party pursuant to Section 7.3, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of any Agreements ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

a. Decide to terminate this Agreement; or

b. Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

c. Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that the City and public may have in the Project.

7.5 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement pursuant to this Section 7 shall automatically terminate the Project Development Approvals.

7.6 Waiver of Breach. By not challenging any Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

7.7 Interest on Monetary Default. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

8. THIRD PARTY LITIGATION.

8.1 Indemnity Obligations on Third-Party Claims

a. Developer hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners and representatives ("**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to any of the Project Development Approvals, Conditions of Approval, permits, or other entitlements for the Project and issues related thereto (including, without limitation, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, (iii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf ("**Developer's Representatives**")) performance of its obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property, and (iv) Developer's failure to comply with any applicable federal, state or local law, rule, or regulation, including, but not limited to, those relating to industrial hygiene or to environmental conditions on, under or about the Property, such as (without limitation) soil and groundwater conditions.

b. The City shall provide the Developer with notice of the pendency of such Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. The Developer shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees. If the Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. City agrees that it shall fully cooperate with the Developer in the defense of any matter in which the Developer is defending and/or holding the City harmless.

8.2 Hold Harmless: Developer's Construction, and Other Activities. The Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement, whether such Project construction activities and operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein shall be construed to mean that the Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

8.3 Loss and Damage. City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that the Developer shall bear liability for the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

8.4 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, 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 Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

8.5 Conflict of Interest. 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 this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

8.6 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

9. INSURANCE.

9.1 Types of Insurance.

a. **Public Liability Insurance**. Prior to commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general

public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of at least $5,000,000 for bodily injury or death to any one person, at least $5,000,000 for any one accident or occurrence, and at least $5,000,000 for property damage, and $10,000,000 in the aggregate.

b. **Worker's Compensation**. To the extent Developer and its contractors utilize employees for any portion of the Project, Developer and such contractors shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

c. **Automobile Liability Insurance**. Developer shall ensure that all contractors with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Developer arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

d. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $5,000,000 dollars per claim and $10,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

e. **Builder's Risk Insurance.** Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit

coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area**.** The City and Developer shall each be included as Loss Payee for their respective insurable interest.

f. **Professional Liability Insurance.** Professional liability insurance appropriate to the profession for any design work. 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 the services or the termination of this Agreement. During this additional 5-year period, Developer shall annually and upon request of the City submit written evidence of this continuous coverage.

g. **Other Insurance**. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer. Developer shall ensure that all contractors and sub-contractors maintain the required minimum insurance coverages, or shall include the contractors and subcontractors under its insurance.

h. **Renegotiation of Policy Limits.** In the event the Developer in good faith determines and submits substantial evidence to the City that any of the foregoing policy limits or required coverage provisions are unreasonable and not consistent with the prevailing insurance market at the relevant time, the City will reconsider such policy limit(s) or required coverage provision(s) in good faith, and may, but is not required to, approve a modification to same, which approval may be given by the City Manager or designee.

i. **Partial Transfer of Property.** In the event Developer transfers ownership of any portion of the Property ("Transferred Property"), Developer and the owner of the Transferred Property shall each be responsible for compliance with this Section 9, but shall only be required to insure their respective parcels, rather than the entire Property. To the extent Developer or owner of the Transferred Property perform work on portions of the Property not owned by them, then such party shall be responsible to comply with Section 9 for the full extent of the work area until the work is completed.

9.2 Insurance Policy Form, Sufficiency, Content, and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by 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 VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement, except for all insurance required by Developer's contractors, both City and Developer shall be named as an additional insured. 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. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City, Developer agrees that the minimum limits of the insurance policies required by Section 9.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

9.3 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies together with endorsements required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

a. For insurance required above except for professional liability insurance, prior to issuance of the first permit requiring or authorizing any construction or ground disturbance for the Project. For the avoidance of doubt, removal and disassembly of the Park clubhouse structure and/or Park coaches, without demolition of foundation or slab, is not included in the preceding sentence. For professional liability insurance, by August 1, 2023.

b. For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or termination of the existing policy.

c. If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

9.4 Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from

such carrier, a waiver of right to recovery against City, its agents and employees.

9.5 Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Developer 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 Developer.

10. MORTGAGEE PROTECTION.

10.1 Except as otherwise provided by Applicable Laws and this Agreement, the Parties agree that this Agreement shall not prevent or limit any Developer, in any manner, at Developer's sole discretion, from encumbering (i) its portion of the Property or any portion thereof or any improvement thereon or (ii) the membership interests in such Developer, by any mortgage, deed of trust, pledge or other security device securing financing with respect to such portion of the Property or such membership interests. City acknowledges that the lenders providing such financing may require certain Agreement interpretations, modifications, and estoppel certificates and City agrees upon request, from time to time, to communicate and meet with Developer and representatives of such lenders to negotiate in good faith any such estoppel certificates and/or requests for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested estoppel certificate, interpretation or modification provided City determines such estoppel certificate, interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property or the membership interest in a Developer shall be entitled to the rights and privileges set forth in this Article 10.

10.2 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on any portion of the Property or pledge on the membership interests in a Developer made in good faith and for value, unless otherwise required by law.

10.3 The Mortgagee of any Mortgage or deed of trust encumbering any portion of the Property, or membership interests of a Developer where Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by any Developer in the performance of such Developer's obligations under this Agreement.

10.4 If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to the applicable Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

10.5 Any Mortgagee who comes into possession of any portion of the Property or the membership interests in a Developer, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure or assignment in lieu of such foreclosure, shall take such portion of the Property or membership interests in a Developer subject to the terms of this Agreement.

11. ASSIGNMENTS.

11.1 The experience, knowledge, capability and reputation of Developer, its principals, employees and affiliates were a substantial inducement for the City to enter into this Agreement. The Developer may sell, transfer, lease or assign this Agreement, the Property, or any part thereof (such sale, transfer, lease or assignment shall be referred to as an "**Assignment**") with the prior written consent of the Community Development Director, which consent may not be unreasonably withheld, after providing reasonable documentation and evidence demonstrating that the person or entity to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, meets the following criteria: (i) the transferee has the financial strength and capability to perform its obligations under the Agreement, (ii) reasonably satisfactory evidence that the transferee has the experience and expertise to operate the Project, including reasonably satisfactory evidence that the transferee has experience with operations and projects with a similar scale of this Project; and (iii) reasonably satisfactory evidence that the transferee's key principals have no felony convictions. The proposed transferee shall execute and deliver to the City an assumption agreement assuming Developer's Project obligations, which assumption agreement shall be in a form approved by the City Manager and City Attorney. Notwithstanding the foregoing, City and Community Development Director approval shall not be required for any of (i) the transfer of any portion of the Property or the membership interests in a Developer to a Mortgagee or its designee or a third party in connection with a foreclosure or assignment or deed in lieu of foreclosure, (ii) the assignment or other transfer of a Mortgage or (iii) the first sale of a foreclosed (or assignment/deed in lieu of foreclosure) portion of the Property or the membership interests in a Developer by a Mortgagee or its designee to a third party. However, Developer shall notify the City of any Assignment described in the preceding sentence, and the transferee shall be subject to the terms of this Agreement.

11.2 City Consideration of Requested Assignment. The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment required pursuant to this Article 11, provided that:

a. Developer delivers written notice to the City requesting that approval prior to the completion of the Assignment (the "**Consent Request**"); and

b. The Assignment is not completed until either (i) City has provided its written consent or (ii) sixty (60) days have passed after delivery by Developer to City of the Consent Request without the City having rejected the Consent Request in writing.

c. The Consent Request shall be accompanied by (i) a proposed draft of the Assignment and Assumption Agreement described in Section 11.3, in a form acceptable to the City Attorney and City Manager, and (ii) evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee's ability to complete the Project.

11.3 Assignments Permitted Without City's Consent. Notwithstanding any other

provision of this Agreement, Assignments related to the following property conveyances and other transactions shall not require City consent:

a. The granting of easements or permits to facilitate construction of the Project or any public improvements.

b. The granting of easements or permits for utility purposes.

c. Transactions for financing purposes, including the grant of (or assignment or other transfer of) a deed of trust to secure the funds necessary for land acquisition, construction, and/or permanent financing of any portion of the Project.

d. The acquisition of some or all of the Property or the membership interests in a Developer by a Mortgagee or its designee (or a third party buyer at a foreclosure sale) such as through foreclosure or a deed or assignment in lieu of foreclosure. The transfer of the applicable portion of the Property or the membership interests in a Developer from Mortgagee or its designee to an affiliate. The first sale of a foreclosed (or assignment/deed in lieu of foreclosure) portion of the Property or the membership interests in a Developer by a Mortgagee or its designee to a third party.

e. 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.

f. A sale or transfer between members of the same family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist primarily of family members of the trustor, or transfers to a corporation or partnership in which the family members or shareholders of the transferor own at least ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.

g. If Developer is a trust, corporation, real estate investment trust, or partnership, a transfer of stock or other interests, provided there is no material change in the actual management and control of Developer.

h. Transactions with any member, partner, officer, employee, or affiliate of Developer or any trust or family member, provided that, following the transaction, the management of Developer on the Effective Date shall, subject to normal and customary business practices and personnel changes, remain the primary Developer representative(s) for purposes of communication with the City.

11.4 Effect of Assignment. Unless otherwise stated within the Assignment, upon an

Assignment:

a. The assignee shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the "**Transferred Property**"), but shall have no obligations with respect to any portions of the Property not conveyed (the "**Retained Property**").

b. The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

c. The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Developer.

12. AMENDMENT AND MODIFICATION.

12.1 Initiation of Amendment. Either party may propose an amendment to this Agreement.

12.2 Procedure. Except as set forth in Section 12.4, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance as set forth in Government Code Section 65867.

12.3 Consent. Except as expressly provided in this Agreement, no cancellation of or amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

12.4 Administrative Minor Project Modifications. Notwithstanding any other provision and/or condition of approval contained in any Development Approvals, including any processes set forth in Chapter 5 of the Specific Plan, Minor Modifications to this Agreement, the Project, and/or the Development plans shall be made ministerially, with the approval of the Director. Such "**Minor Modifications**" shall be defined as any modifications to this Agreement, the Project and/or the Development plans that do not (i) change the proposed uses analyzed for the Project in the EIR or permitted for the Project in the Project Development Approvals and this Agreement, (ii) constitute a prohibited modification under Section 12.5, (iii) increase building heights within the Property in comparison to what is identified in the Project Development Approvals and this Agreement, (iv) reduce the number of parking stalls identified in the Project Development Approvals by more than five (5) percent, (v) substantially deviate from the approved architectural design, as determined by the Community Development Director in his or her reasonable discretion, and/or (vi) reduce the amount of publicly accessible open space below 111,581 square feet.

12.5 Prohibited Modifications. Notwithstanding any provision of this Agreement or the Specific Plan, none of the following shall be permitted with respect to the Project during the Term of this Agreement:; (i) any modification to the square footage of the commercial space (10,000);

(ii) any use of the commercial space other than restaurant space; or (iii) any reduction in the amount of publicly accessible open space below 111,581 square feet, except that a reduction of no more than 2.5% of the non-park open space area may be permitted if necessary based on Building Standards Code requirements as identified/required during the plan check process. No reduction to the square footage of the park (22,859 sq. ft.) shall be permitted.

12.6 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

12.7 Effect of Amendment to Development Agreement. Except as expressly set forth in writing in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

12.8 Timing of Development. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement. It is the intent of Developer and City to cure that deficiency by expressly acknowledging and providing that any Subsequent Land Use Regulations that purports to limit over time the rate or timing of development or to alter the sequencing of development phases (whether adopted or imposed by the City Council or through the initiative or referendum process) shall not apply to the Property or the Project and shall not prevail over this Agreement. In particular, but without limiting any of the foregoing, no numerical restriction shall be placed by the City on the amount of total square feet or the number of buildings, structures, residential units that can be built each year on the Property except as expressly provided in this Agreement.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation.

a. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Execution Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

b. Within ten (10) calendar days after the Execution Date, the Parties shall execute and record against the Property with the County Recorder any and all required documents to remove from title (i) the Original DA and (ii) the Minor Modification dated February 28, 2024.

13.2 Notices. Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email

notice is acknowledged as received by the receiving party. Notices shall be addressed as follows:

To City:	City of Carson 701 East Carson Street Carson, California 90745 Attn: Planning Manager
With copy to:	Aleshire & Wynder 1 Park Plaza, Suite 1000 Irvine, CA 92614 Fax: 949-223-1180 Attn: Sunny Soltani
To Imperial Avalon:	Imperial Avalon DE, LLC 659 N. Robertson Blvd. West Hollywood, CA 90069 Attn: Darren Embry
With copy to:	Rand, Paster & Nelson, LLP 633 W. Fifth Street, Ste 5880 Los Angeles, CA 90071 Attn: Dave Rand
To Lennar:	Lennar Homes of California, LLC 2000 FivePoint, 3rd Floor Irvine, CA 92618 Attention: JR Jones Email: JR.Jones@lennar.com
With a copy to:	Deverich & Gillman LLP 4 Park Plaza, Suite 520 Irvine, California 92614 Attention: Christopher D. Downs Email: cdowns@dgllp.com

A Party may change its address by giving written notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

13.3 Estoppel Certificates. Either Party (or a Mortgagee) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

a. The Agreement is in full force and effect and is a binding obligation of the Parties;

b. The Agreement has not been amended or modified or, if so amended, identifying the amendments; and

c. There are no existing defaults under the Agreement to the actual knowledge

of the Party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

13.4 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Laws may be appropriate with respect to the details of performance of the City and Developer. If and when from time to time during the Term of this Agreement, the City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by the City and Developer, which after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by the City and Developer. Operating memoranda are mere ministerial clarifications and therefore public notices, hearings and CEQA compliance shall not be required unless otherwise provided by applicable law. The authority to enter into such operating memoranda is delegated to the Community Development Director who is hereby authorized to execute any operating memoranda hereunder without future action or approval by the City Council.

13.5 Project as a Private Undertaking. It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

13.6 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.7 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

13.9 Severability. If any term, provision, covenant or condition of this Agreement shall

be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

13.10 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

13.11 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, pandemics, government-ordered quarantine, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event.

13.12 Waiver. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

13.13 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.14 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

13.15 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.16 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, 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 such party is bound.

13.17 Attorneys' Fees. If either party to this Agreement is required to initiate or defend litigation against the other party, 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

attorneys' fees. Attorneys' fees shall include attorneys' 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 a final judgment.

13.18 Recitals. The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

13.19 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying party to pay any commission or finder's fee.

13.20 Joint and Several Liability. In the event Developer should sell, transfer, lease or assign this Agreement, the Property, or any part thereof, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any transferee, assignee, or lessee shall be jointly and severally liable.

13.21 Compliance with Laws. Developer must comply with all applicable provisions of federal, state and local laws and regulations, including the City's Municipal Code.

13.22 Counterparts. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

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

IMPERIAL AVALON	**LENNAR**
IMPERIAL AVALON DE, LLC, a California limited liability company	LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company
By: _____	By: _____
Name: Title:	Name: Title:
By: _____	By: _____
Name: Title:	Name: Title:

If Developer is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'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 _____, 2026 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 _____, 2026 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_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

_____
_____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025
APN: 7337-001-026
APN: 7337-001-027
APN: 7337-001-028
APN: 7337-001-029

EXHIBIT "B"

DEPICTION OF THE PROPERTY

EXHIBIT "B" - DEPICTION OF THE PROPERTY

WEST PORTION - TOWNHOMES | EAST PORTION - MIXED-USE BUILDINGS A/B & C/D

NORTH

0' 25' 50' 100'

EXHIBIT "C"

PUBLIC OPEN SPACE AREAS

LEGEND - EAST PORTION
MIXED-USE BLDGS A/B & C/D

- PUBLICALLY ACCESSIBLE COMMON OPEN SPACE
- PUBLICALLY ACCESSIBLE PARK / PLAZA
- NON-PUBLICALLY ACCESSIBLE COMMON OPEN SPACE
- NON-PUBLICALLY ACCESSIBLE RECREATION OPEN SPACE

OPEN SPACE CALCULATIONS EAST PORTION

	S.F.	AC
PUBLICALLY ACCESSIBLE COMMON OPEN SPACE	64,954	1.5
PUBLICALLY ACCESSIBLE PARK / PLAZA	27,441	0.6
NON-PUBLICALLY ACCESSIBLE COMMON OPEN SPACE	28,304	0.4
NON-PUBLICALLY ACCESSIBLE RECREATION OPEN SPACE	34,210	0.7
PRIVATE DECK AREA	19,770	0.8
TOTAL	174,679	4.0

SITE COVERAGE FOR BLDGS. EAST PORTION

	S.F.
BUILDING AB	181,063
BUILDING CD	118,703
BUILDING TOTAL	299,766
SITE TOTAL	518,522
SITE COVERAGE FOR BLDGS.	58%

LEGEND - WEST PORTION
TOWNHOMES

- PUBLICALLY ACCESSIBLE COMMON OPEN SPACE
- NON-PUBLICALLY ACCESSIBLE COMMON OPEN SPACE
- NON-PUBLICALLY ACCESSIBLE RECREATION OPEN SPACE
- NON-PUBLICALLY ACCESSIBLE OPEN SPACE (BACKYARD/PATIO/DECK)

OPEN SPACE CALCULATIONS WEST PORTION

	S.F.	AC
LANDSCAPE/EASEMENT PUBLICALLY ACCESSIBLE COMMON OPEN SPACE	19,904	0.5
LANDSCAPE/COMMON OPEN SPACE NON-PUBLICALLY ACCESSIBLE COMMON OPEN SPACE	146,465	3.4
RECREATION AREA/CLUBHOUSE NON-PUBLICALLY ACCESSIBLE RECREATION OPEN SPACE	11,878	0.3
PRIVATE OPEN SPACE/BACKYARD/PATIO NON-PUBLICALLY ACCESSIBLE OPEN SPACE	34,502	0.8
TOTAL	212,750	4.9

OPEN SPACE EXHIBIT

JOB# 23-003/23-024
DATE: 01-09-2026

EXHIBIT "D"

AMENDED AND RESTATED COAS

[TO BE ADDED]

EXHIBIT "E"

EXCERPTS FROM 2022 CALIFORNIA MECHANICAL CODE (INCLUDING THE JULY 1, 2024 SUPPLEMENT)

1104.6 Group A2L Refrigerants for Human Comfort. *High-probability systems using Group A2L refrigerants for human comfort applications shall comply with this section. [ASHRAE 15:7.6]*

1104.6.1 Refrigerant Concentration Limits. *Occupied spaces shall comply with the releasable charge limitations of the equipment listing and ASHRAE 15. Unoccupied spaces with refrigerant containing equipment, not including continuous piping or tubing, shall comply with the releasable charge limitations of the equipment listing or Section 1104.6.4. {ASHRAE 15:7.6.1-7.6.1.2}*

1104.6.2 Listing and Installation Requirements. *Refrigeration systems shall be listed and shall be installed in accordance with listing, the manufacturer's instructions, and any markings on the equipment restricting the installation. [ASHRAE 15:7.6.2]*

1104.6.2.1 Nameplate. *The nameplate required by Section 1115.5 shall include a symbol indicating that a flammable refrigerant is used, as specified by the product listing. [ASHRAE 15:7.6.2.1]*

1104.6.2.2 Labeling. *A label indicating a flammable refrigerant is used shall be placed adjacent to service ports and other locations where service involving components containing refrigerant is performed, as specified by the product listing. [ASHRAE 15:7.6.2.2]*

1104.6.2.3 Refrigerant Detection Systems. *Refrigerant detection systems shall be in accordance with the listing and ASHRAE 15.*

1104.6.2.4 Refrigerant Concentration Above Limit. *When the refrigerant detection system senses a refrigerant exceeding its setpoint, the following actions shall be taken:*

(1) The supply air fan of the equipment shall activate with a minimum airflow rate specified by the manufacturer.

(2) Turn off the compressor and all other electrical devices, excluding the control power transformers, control systems, and the supply air fan. The supply air fan shall continue to operate for at least five minutes after the refrigerant detection system has sensed a drop in the refrigerant concentration below the value specified in Section 1104.6.6(b).

Exception: The compressor operation shall not be turned off when the compressor operation reduces the leak rate or the total amount of released refrigerant to the indoor space.

(3) Any device that controls airflow located within the product or in ductwork that supplies air to the occupied space shall be fully open. Any device that controls airflow shall be listed.

(4) Mitigation action required by the equipment listing shall be initiated {ASHRAE 15:7.6.2.4}

DRAFT

AMENDED AND RESTATED CONDITIONS OF APPROVAL (EXHIBIT D TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT 23-19)

EXHIBIT B TO PLANNING COMMISSION RESOLUTION NO. 22-244 - CONDITIONS OF APPROVAL (SITE PLAN AND DESIGN REVIEW No. DOR 1803-19)

These "Conditions of Approval" shall govern the development of the Imperial Avalon Site Plan within the Imperial Avalon Specific Plan ("Specific Plan"), located at 21207 Avalon Boulevard in the City of Carson ("Project Site"). The "Project" consists of 1,115 residential dwelling units, 10,000 square feet of restaurant uses and 111,581 square feet of publicly accessible, privately maintained open space. The Project is proposed by the "Applicant" which currently **(as of the date of Planning Commission Resolution No. 22-244)** consists of Imperial Avalon, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer).

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the amendment to the Specific Plan.

2. The adopted Ordinance approving the Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the Imperial Avalon Specific Plan, Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program (MMRP), and Development Agreement (DA). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. Prior to Building and Safety plan check submittal and prior to issuance of building permits **with respect to each phase of the Project (i.e. Townhomes, first Apartment building, second Apartment building) (each a "Phase")**, the Applicant shall submit a complete set of electronic Construction Drawings **for such Phase** that conform to all the Conditions of Approval **applicable to such Phase** to be reviewed and approved by the Planning Division.

5. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the Final Environmental Impact Report and MMRP.

6. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission, City Council, and these conditions of approval. All plans shall be consistent with all project approvals.

7. City Approvals. All approvals by City, with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the First Amended Reimbursement Agreement, between the City and Imperial Avalon, LLC, dated June 1, 2022 (as amended or modified from time to time, the "Reimbursement Agreement").

8. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement.

9. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, I, or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of

litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

10. Avalon Street Improvements. Prior to issuance of any building permits, the developer shall prepare plans and obtain approval from the City for installation of street improvements along their Avalon Boulevard street frontage consistent with the Carson Street Master Plan improvements, the Union South bay project, and as identified in the DIF Nexus Study prepared by Kelly Associates Management Group and dated March 19, 2019, and approved by the City Council on April 2, 2019, along with all reports, studies, assessments and memorandums referenced within that study(collectively the "DIF Nexus Study") including parkway and median landscaping, hardscaping, and street furniture including bike racks, streetlights, benches, way finding signs, etc. All improvements shall be completed prior to issuance of the **certificate of** occupancy ~~permit~~ for the first apartment building or any townhomes, whichever occurs earlier.

11. Grace Avenue Improvements. Prior to issuance of building permits, the developer shall prepare plans and obtain approval from the City for installation of street improvements along their street frontage improvements for Grace Avenue consistent with the approved plans. All improvements shall be completed prior to issuance of the occupancy permit for the first townhome.

12. Bicycle Lane Improvements. Prior to issuance of building permits, the developer shall prepare plans and obtain approval from the City for installation of bicycle lanes along Avalon Boulevard and 213th Street identified in the DIF Nexus Study. All improvements shall be completed prior to issuance of the **certificate of** occupancy ~~permit~~ for the first apartment building or any townhomes, whichever occurs earlier.

13. The Site Plan and Design Review approval shall not be effective until such time the City Council approves the Specific Plan, Development Agreement, General Plan Amendment, and Zone Change and said documents are legally effective.

14. The final Construction Documents shall comply with the provisions and requirements of the Development Agreement, the Specific Plan and final approved Site Plan.

15. The applicant shall ensure that the fugitive dust control program is implemented during construction. The program shall be depicted on the construction drawings/grading plans and the contractor shall be responsible for implementation.

16. Adequate measures shall be taken to eliminate odors during the grading operations ~~as a result of the site being a former landfill~~ to the satisfaction of the Community Development Director.

17. ~~The Development Agreement Fee and all other fees~~ **Fees** shall be paid in appropriate times as specified in the Development Agreement and the Conditions of Approval.

LANDSCAPE / IRRIGATION

18. Landscaping shall conform to the provisions contained in the Specific Plan and all City codes regarding water conservation.

19. Prior to issuance of ~~any~~ building permits **for the applicable Apartment Phase,** the **applicable** Applicant shall provide **onsite** landscape plans **for the applicable Apartment Phase** to the Planning Division for review and approval ~~for all areas of the site.~~ **Prior to issuance of building permits for the Townhomes, the Applicant shall provide onsite landscape plans for the Townhomes to the Planning Division for review and approval.** ~~In lieu of installation of the entire landscaping on the site prior to issuance of occupancy permits, t~~ The Community Development Director ~~may~~ **shall** approve a phased landscape installation plan **as submitted by the developers of the Townhome and/or Apartment components of the project** to ~~require~~ **allow** a phased installation of landscaping prior to issuance of occupancy permits of various portions of the project.

20. Installation, maintenance, and repair of all **onsite** landscaping shall be the responsibility of the Applicant **for each Phase.** ~~All landscaping shall be installed prior to issuance of any occupancy permits. The Community Development Director may approve a phased installation of the landscaping.~~

21. Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation per the Specific Plan.

22. Installation of 6" high concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System(NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation as deemed necessary by the City Engineer. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.

23. The proposed irrigation system shall include best water conservation practices.

24. Backflows shall be screened with min. 5' wide planters and landscape screen material, with plant material per the Specific Plan. Paint device green color similar to Frazee, aeroplate 'Forest Green' or equal. Transformers shall be screened with shrubs and ground covers, with plant material per the Specific Plan.

25. The Project shall comply with AB 325, the State Model Water Efficient Landscape Ordinance. Maximum Applied Water Allowance, MAWA, and Estimated Applied Water Use shall be calculated and submitted on all landscape construction documents.

26. All walls that include creeping vines shall be installed on the project side of the wall and shall be passed through the walls to the opposite side by drilling holes on wall or by other method as approved by the Planning Division.

27. Show corner sight line distances on the landscape plan per Engineering Department Standard Drawings.

WALLS / FENCES

28. Prior to the issuance of any building permits **for the Apartments for an Apartments Phase,** the applicant shall submit a Wall and Fence Plan **for the Apartments for such Phase** to the Planning Division for review and approval by the Planning and Building Divisions ~~for all areas of the site.~~ **Prior to the issuance of any building permits for the Townhomes, the applicant shall submit a Wall and Fence Plan for the Townhomes to the Planning Division for review and approval by the Planning and Building Divisions.** The plans shall indicate materials colors and height of proposed and existing walls and fences and shall include a cross section of walls and fences indicating adjacent grades. Walls shall be consistent with the requirements of the Specific Plan. In lieu of construction of ~~all~~ walls and fences ~~on the site~~ prior to issuance of any occupancy permits, the Community Development Director ~~may~~ **shall** approve a phased construction plan for the walls and fences **as submitted by the developer of the Townhome and/or applicable Apartment Phase component of the project to allow for phased construction of all walls and fences** prior to issuance of ~~occupancy permits~~ **certificates of occupancy** of ~~various portions~~ **the applicable Phases** of the project.

29. All walls shall include graffiti-resistant coating.

LIGHTING

30. All exterior lighting and sign lighting shall be provided in compliance with the standards pursuant to the Specific Plan.

31. Two sets of **onsite** lighting plans **for each Apartment Phase** are to be drawn, stamped, and signed by a licensed lighting consultant **or an electrical engineer** and submitted and approved by the Planning Division prior to the issuance of building permits **for the**

applicable Apartments Phase. Two sets of onsite lighting plans for the Townhomes are to be drawn,

stamped, and signed by a licensed lighting consultant or an electrical engineer and submitted and approved by the Planning Division prior to the issuance of building permits for the Townhomes. In lieu of installation of all lights on the site prior to issuance of any occupancy permits, the Community Development Director ~~may~~ **shall** approve a phased installation plan **as submitted by the developers of the Townhome and/or applicable Apartment Phase component of the project to allow** for the **phased installation of** lights prior to issuance of occupancy permits of various portions of the project.

32. All lighting within the Project shall be directed on-site in such a manner as to not create a nuisance or hazard to adjacent streets and properties, which shall be subject to the approval of the Planning Division.

SIGNAGE

33. Prior to issuance of any ~~building~~ **certificates of occupancy** ~~permits~~ **for the Apartment Phases,** the Applicant shall submit a Comprehensive Sign Program **for the applicable Apartment Phase** consistent with the Specific Plan and Development Agreement. **Prior to issuance of any certificates of occupancy for the Townhomes, the Applicant shall submit a Comprehensive Sign Program for the Townhomes consistent with the Specific Plan and Development Agreement. The Comprehensive Sign Program shall reflect a consistent design aesthetic between the Apartments and the Townhomes.**

34. Prior to issuance of ~~building~~ **any certificates of occupancy** ~~permits,~~ the Applicant shall provide plans to the Planning Division for approval of entry monument signage consistent with the Comprehensive Sign Program.

35. Prior to issuance of ~~building~~ **any certificates of occupancy** ~~permits~~ **for the applicable Apartment Phase,** the Applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program **for the applicable Apartment Phase. Prior to issuance of any certificates of occupancy for the Townhomes, the Applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program for the Townhomes.**

36. ~~All signs shall be installed prior of any issuance of occupancy permits.~~ In lieu of installation of all signage on the site prior to issuance of any occupancy permits, the Community Development Director ~~may~~ **shall** approve a phased installation plan **as submitted by the developers of the Townhome and/or applicable Apartment Phase component of the project to allow** for the **phased installation of** signs prior to issuance of occupancy permits of various portions of the project.

PARKING

37. Prior to issuance of **certificate of** occupancy ~~of~~ **for** the first apartment building, the Applicant shall prepare, submit for City's approval, fund and operate a parking management program for on-site parking monitoring and Grace Avenue parking monitoring. The program will be required to ensure that residents and visitors park in appropriate parking stalls. Imperial Avalon residents and guest shall be prohibited from parking on Grace Avenue or other residential streets of the surrounding community.

38. All parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

39. All areas used for the movement, parking, loading, repair or storage of vehicles shall be paved with either: a. Concrete or asphaltic concrete to a minimum thickness of three and one-half inches over four inches of crushed aggregate base; or b. Other surfacing material which, in the opinion of the Director of Public Works, provides equivalent life, service and appearance.

TRASH

40. Trash collection shall comply with the requirements of the City's trash hauler.

41. Submit development plans for plan check review and approval prior to issuance of permits.

42. Obtain all appropriate permits and an approved final inspection for the proposed Project.

ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

41. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

42. A construction permit is required for any work to be done in the public right-of-way.

43. The Applicant shall comply with street improvements and all other requirements included in the Development Agreement.

44. The Applicant shall comply with all conditions and requirements imposed in connection with recordation of the Final Tract Map by the County of Los Angeles Department of Public Works and/or the ~~County of Los Angeles Department of Public Works~~ **City,** as approved by the City Engineer.

Prior to Certificate of Occupancy

45. The developer shall ensure the signal at the intersection of Avalon Boulevard and the main project entry is operational, at the developer's expense, to the satisfaction of the City Engineer.

46. The Applicant shall comply with all requirements from L.A. County Sewer Maintenance Division for Maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.

47. The Applicant shall execute and provide to the City Engineer, a written statement from the water purveyor (Calwater) indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building. Comply with mitigation measures required by the water purveyor.

48. The Applicant shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

49. If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.

50. All infrastructure necessary to serve the ~~Project~~ **Townhomes** (water, sewer, storm drain, and street improvements) **shall be in operation prior to issuance of any certificates of occupancy for the Townhomes. All infrastructure necessary to serve the applicable Apartment building Phase (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of certificates of occupancy for the respective Apartment Phase building.** ~~shall be in operation prior to the issuance of Certificate of Occupancy of any building.~~

PUBLIC WORKS – WATER QUALITY

Prior to Issuance of Building Permit

51. The Applicant shall comply with all applicable Low Impact Development ("LID") requirements and shall include Best Management Practices ("BMP") necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

52. Applicant shall complete and provide a BMP Reporting Template to City of Carson, Engineering Services Department.

53. Applicant shall provide contact information of the Qualified Storm Water Developer ("QSD") and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer ("QSP") for the Project Site.

54. Applicant shall submit digital copies of SUSMP/LID/NPDES/Grading Plans ~~concurrently~~ to City of Carson, Engineering Services Department ~~and Los Angeles County Building & Safety Division~~.

55. Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Certificate of Occupancy

56. For any structural and/or treatment water quality control device installed, the Applicant, shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to such covenant to identify the location and maintenance information for any structural and/or treatment control device installed. a) The Maintenance Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk. b) RECORDATION of the Maintenance Covenant is the responsibility of the Applicant. Provide a copy of the recorded Covenant Agreement to City Engineer prior to certificate of occupancy for any building.

57. Inspection will be conducted once a year after any portions of the Project are constructed.

FIRE DEPARTMENT

58. The proposed development for the Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

DEVELOPMENT IMPACT ~~AGREEMENT~~ FEE

59. ***Interim Development Impact Fee:*** **In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code ("CMC"), the applicant, property owner, and/or successor to whom this project approval is assigned ("Developer") shall be responsible for payment of one-time interim development impact fees ("IDIF") for the applicable Phase at the applicable rate detailed below for each unit of residential development constructed for the project. If the project increases or decreases in regards to the number of units constructed, the total IDIF amount will be adjusted accordingly at the applicable rate.**

Per CMC 11504, the IDIF shall be paid prior to the issuance of a certificate of

occupancy for the specific Townhome or Apartment building or up to twelve (12) months following

the issuance of the building permit for the specific Townhome or Apartment building, whichever occurs first, and the applicable IDIF rate (detailed below) shall be that in effect at the time of such payment, unless the timing or requirements of payment is modified by applicable State Law. No certificate of occupancy shall be issued prior to the full payment of the required IDIF amount, which payment shall be made in one lump sum installment. IDIF amounts/rates are subject to adjustment every July 1st based on State of California Construction Cost Index (Prior March to Current March Adjustment), per CMC Section 11500.

IDIF amounts/rates for residential development have been set at $16,918.01 per unit (1 bedroom or studio) and $21,147.52 (All Other) per unit for Fiscal Year 2025-26, effective July 1, 2025, through June 30, 2026. Affordable Housing Units are exempted from IDIF.

None of the proposed project units are exempt from IDIF. Based on the above-specified rates, the Developer would be responsible for a total payment of IDIF for the proposed project in an amount calculated as follows: (538 units [1 bedroom or studio] X $16,918.01 per unit = $9,101,889.38) + (578 units [All Other] X $21,147.52 per unit = $12,223,266.56) = $21,325,155.94, subject to any applicable fee credits or reimbursements to which Developer might be entitled under Carson Municipal Code Sections 11800-11804.

However, if the IDIF for the project is not paid in 2025-26 fiscal year (i.e., by June 30, 2026), a new IDIF rate/amount will apply for the period of July 1, 2026, through June 30, 2027, based on the IDIF rate for Fiscal Year 2026-27, and so on for subsequent fiscal year(s). The fee for Fiscal Year 2026-2027 IDIF has not yet been determined.

To understand the requirements in more detail, please visit the City's IDIF webpage at: https://ci.carson.ca.us/communitydevelopment/IDIFProgram.aspx and/or contact James Nguyen at jnguyen@carsonca.gov or 310-952-1700 ext. 1310.

Notice of Imposition of Interim Development Impact Fees; Right to Protest

Pursuant to CMC Section 11503, Developer is hereby notified of the IDIF imposed on the project, as described and in the amount stated above. In accordance with Government Code Section 66020, Developer may protest the imposition of the IDIF on the project by complying with the requirements set forth in CMC 11900. Any such protest shall be filed at the time of the approval or conditional approval of a development, as that phrase is defined in CMC 11901(A).

If you have any questions or comments regarding this notice, please contact James Nguyen at jnguyen@carsonca.gov or (310) 952-1700 ext. 1310.

In lieu of the Developer and the Project opting into Citywide Community Facilities District No. 2018-01 ("CFD") (estimated to have a net present value over the life of this Agreement of approximately fourteen million six hundred fifty-eight thousand three hundred sixty-two dollars ($14,658,362.00) and paying Development Impact Fees pursuant to Ordinance No. 19-1931 (estimated to be approximately thirteen million one hundred twenty-seven thousand fourteen dollars ($13,127,014.00) based on current Project features), Developer shall pay a Development Agreement Fee totaling thirty million fifteen thousand three hundred seventy-six dollars ($30,015,376.00) (the "Development Agreement Fee") (this includes an additional fee of $2,000 per residential unit multiplied by 1,115 units even if fewer units are constructed (equal to two million two hundred thirty thousand dollars ($2,230,000.00)).

Developer shall have the right to pay the Development Agreement Fee as prescribed below or cause the Development Agreement Fee contributions and payments to be made by a nonprofit entity in accordance with the terms prescribed by this Agreement. Except as otherwise provided for the Carson Park and Recreation Subsidy and the Initial DA Fee Payment, the amounts prescribed below shall be paid either by the Developer or the nonprofit entity at the City's direction toward specific programs, projects or uses within the following categories: (i) park, recreational and open space site acquisition, facility development and maintenance, (ii) City infrastructure improvements, maintenance and upgrades, and (iii) community recreational benefits and subsidies. The Development Agreement Fee payments are limited to the amounts and subject to the schedule set forth below:

a) Three hundred thousand dollars ($300,000.00) shall be due upon the Effective Date of the DA and shall be used by City to subsidize Carson residents' fees and costs associated with park and recreational registration, trophies and jerseys ("Carson Park and Recreation Subsidy").

b) Five million dollars ($5,000,000.00) shall be due prior to issuance of a grading permit for the Project ("Initial DA Fee Payment"). The City shall have the option to use the Initial DA Fee Payment in whole or in part for low income housing including but not limited to maintenance and upgrades to, and assistance with the preservation of, existing mobilehome parks located throughout the City.

c) Five million dollars ($5,000,000.00) shall be due prior to issuance of a building permit for the first Townhome to be constructed within the Project.

d) Six million dollars ($6,000,000.00) shall be due prior to issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project, and another six million dollars ($6,000,000.00) shall be due upon issuance of a certificate of occupancy for the second Apartment building to be constructed within the Project..

e) Five million dollars ($5,000,000.00) shall be due within six months following issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project.

f) Two million seven hundred fifteen thousand three hundred and seventy-six dollars ($2,715,376.00) shall be due prior to issuance of a building permit for the 150th Townhome to be constructed within the Project.

EXHIBIT C TO PLANNING COMMISSION RESOLUTION NO. 22-244, AS AMENDED BY CITY COUNCIL RESOLUTION NO. 22-242 - CONDITIONS OF APPROVAL (VESTING TENTATIVE TRACT MAP 83157)

These "Conditions of Approval" shall govern the development of the Imperial Avalon Vesting Tentative Tract Map ("VTTM"), located at 21207 Avalon Boulevard in the City of Carson ("Project Site"). The "Project" consists of a mixed use project including 1,115 residential dwelling units, 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space within the Imperial Avalon Specific Plan. The Project is proposed by the "Applicant" which currently **(as of the date of Planning Commission Resolution No. 22-244, as amended by City Council Resolution No. 22-242)** consists of Imperial Avalon, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the amendment to the Specific Plan.

2. The adopted Ordinance approving the Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the Imperial Avalon Specific Plan, Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program (MMRP), and Development Agreement (DA). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. Prior to recordation of the map, the Applicant shall submit a vesting tentative map that complies with the approvals by the Planning Commission, City Council, these conditions of approval, City of Carson Public Works Department, and the County of Los Angeles. All plans shall be consistent with all project approvals.

5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the Final Environmental Impact Report and MMRP.

7. City Approvals. All approvals by City with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City isa party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the First Amended and Restated Reimbursement Agreement, between the City, and Faring Capital, LLC, dated June 1, 2022 (as amended or modified from time to time, the "Reimbursement Agreement").

8. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement.

9. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings(collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including site improvements and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

10. No demolition or grading permits shall be issued prior to Vesting Tentative Tract Map clearance by City of Carson Building & Safety. ~~Los Angeles County Department of Public Works~~

11. Avalon Street Improvements. Prior to issuance of any building permits, the developer shall prepare plans and obtain approval from the City for installation of street improvements along their Avalon Boulevard street frontage consistent with the Carson Street Master Plan improvements, the Union Southbay project, and as identified in the DIF Nexus Study prepared by Kelly Associates Management Group and dated March 19, 2019, and approved by the City Council on April 2, 2019, along with all reports, studies, assessments and memorandums referenced within that study (collectively the "DIF Nexus Study") including parkway and median landscaping, hardscaping, and street furniture including bike racks, streetlights, benches, wayfinding signs, etc. All improvements shall be completed prior to issuance of the occupancy permit for the first apartment building or any townhomes, whichever occurs earlier.

12. Grace Avenue Improvements. Prior to issuance of building permits, the developer shall prepare plans and obtain approval from the City for installation of street improvements along their street frontage improvements for Grace Avenue consistent with the approved plans. All improvements shall be completed prior to issuance of the occupancy permit for the first townhome.

13. Bicycle Lane Improvements. Prior to issuance of building permits, the developer shall prepare plans and obtain approval from the City for installation of bicycle lanes along Avalon Boulevard and 213th Street identified in the DIF Nexus Study and per the City's Complete Streets Policy and Public Works Designs. All improvements shall be completed prior to issuance of the occupancy permit for the first apartment building or any townhomes, whichever occurs earlier.

14. The Vesting Tentative Tract Map approval shall not be effective until such time the City Council approves the Specific Plan, Development Agreement, General Plan Amendment, and Zone Change and said documents are legally effective.

15. The final Construction Documents shall comply with the provisions and requirements of the Development Agreement, the Specific Plan and final approved Site Plan.

16. The applicant shall ensure that the fugitive dust control program is implemented during construction. The program shall be depicted on the construction drawings/grading plans and the contractor shall be responsible for implementation.

17. Adequate measures shall be taken to eliminate odors during the grading operations ~~as a result of the site being a former landfill~~ to the satisfaction of the Community Development Director.

18. ~~The Development Agreement Fee and all other fees~~ **Fees** shall be paid in appropriate times as specified in the Development Agreement and the Conditions of Approval.

BUILDING AND SAFETY DIVISION

19. Submit development plans **for the applicable Phase** for plan check review and approval prior to issuance of permits **for the applicable Phase**.

20. Obtain all appropriate permits **for the applicable Phase** and an approved final inspection for the **applicable Phase** ~~proposed Project~~.

ENGINEERING SERVICES DEPARTMENT – CITY OF CARSON

21. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

26. A construction permit is required for any work to be done in the public right-of-way.

27. The Applicant shall comply with all conditions and requirements recommended or imposed by the County of Los Angeles (Dept. of Public Works) in connection with Vesting Tentative Tract Map and / or the recordation of the Final Tract Map as approved by the City Engineer.

28. The **applicable** Developer shall submit a copy of approved Grading plans **for the applicable Phase** on bond paper to the City of Carson – Engineering Division, prior to issuance of grading permits **for the applicable Phase**.

29. The Developer shall submit an electronic copy of approved plans (such as, Sewer, Street and/or Storm Drain Improvements, whichever applies), to the City of Carson – Engineering Division, prior to issuance of permit by Engineering Division.

30. Proof of Worker's Compensation and Liability Insurance shall be submitted to the City prior to issuance of permit by Engineering Division.

31. A Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to ~~approval of the Final Map~~ **issuance of building permits for the Project. No offsite work shall take place prior to posting the Construction bond.**

32. A Final Map prepared by, or under the direction of, a pre-1982 Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder.

33. CC&R's (covenants, conditions, and restrictions) **or REAs (reciprocal easement and maintenance agreements)** to address drainage responsibilities are required.

34. Private easements will not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the Final Map is filed with the County Recorder. If easements are granted after the date of tentative map approval, a subordination must be executed by the easement holder prior to the filing of the Final Map.

35. Prior to tentative map approval, quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.

36. Provide suitable turnaround and label the driveways "Private Driveway and Fire Lane" on the Final Map to the satisfaction of the Fire Department.

37. Prior to tentative map approval, a soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Tentative map approval will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory.

38. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.

39. Prior to tentative map approval, the Developer shall submit a sewer area study to the Los Angeles County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of this development. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Department.

40. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.

41. The Developer shall submit drainage/grading plans, prepared by a registered Civil Engineer, to ~~Los Angeles County Department of Public Works (LACDPW)~~ **City of Carson Building & Safety** and obtain approvals to the satisfaction of ~~LACDPW~~ **City of Carson Building & Safety.**

42. The Developer shall comply with applicable LID requirements (Carson Municipal Code Section 5809) and shall include Best Management Practices necessary to control

storm water pollution from construction activities and facility operations to the satisfaction of Building and Safety or as otherwise approved by the City Engineer.

43. A water system maintained by the water purveyor, with appurtenant facilities to serve all buildings in the development, must be provided. The system shall include fire hydrants of the type and location as determined by the Fire Department. The watermains shall be sized to accommodate the total domestic and fire flows.

44. The Developer shall send a print of the development map to the County Sanitation District, to request for annexation. The request for annexation **for the Townhomes must be approved (and annexation granted) prior to issuance of any certificates of occupancy for the Townhomes. The request for annexation for either of the Apartment buildings** must be approved **(and annexation granted)** prior to ~~Final Map approval~~ **issuance of any certificates of occupancy for the respective Apartment Building.**

45. A final guarantee will be required at the time of the filing of the Final Map with the County Recorder/County Clerk's Office.

46. Comply with the City of Carson Green Streets standards.

Prior to Issuance of Building Permit

47. Public Street Improvements Plans along Avalon Boulevard and Grave Avenue shall (be): a) include parkways, sidewalks, wheelchair ramps, bike lanes, landscaped medians, streetlights, etc. b) per The Imperial Avalon Specific Plan. c) per the City of Carson PW Standard Drawings. d) submitted to and reviewed by County of Los Angeles, Department of Public Works for approval recommendations to the City Engineer.

48. Final Map shall be approved and recorded, except as otherwise provided in the Development Agreement (No. 23-19).

49. Drainage/Grading plan **for the applicable Phase** shall be submitted for approval of the Building and Safety Division. The Developer shall submit a copy of approved Drainage/Grading plans on bond paper to the City of Carson – Engineering Division.

50. The Developer shall submit improvement plans **for the applicable Phase** to the Engineering Division showing all the required improvements in the public right of way for review and approval of the City Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted.

51. Off-site improvements (e.g., driveways, sidewalk, parkway drains, trees, curb/gutter, etc.) shown on the grading plans **for the applicable Phase** must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown

on a separate set of street

improvement plans. Prior to issuance of Grading permit, developer shall obtain clearance from City of Carson Engineering Division.

52. Per CMC §9161.4, the Developer shall provide an in-lieu fee in an amount determined by the City Engineer, per CMC §9161.7 **for the applicable Phase**, to be sufficient to cover the costs of undergrounding all existing overhead utility lines, including telecommunication lines, 12 Kilovolts. The cash in-lieu payment **for the applicable Phase** shall be deposited in full amount before issuance of Building Permits **for the applicable Phase**. At the discretion of the City Engineer, the City may accept an undergrounding cost estimate prepared by Southern California Edison in-lieu of the City's estimate.

Prior to Certificate of Occupancy

53. The developer shall ensure the signal at the intersection of Avalon Boulevard and the main Project entry is operational, at the developer's expense, to the satisfaction of the City Engineer.

54. The Applicant shall comply with all requirements from L.A. County Sewer Maintenance Division for Maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.

55. The Applicant **for the applicable Phase** shall execute and provide to the City Engineer, a written statement from the water purveyor (Calwater) indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building.

56. Comply with mitigation measures required by the water purveyor.

57. The Applicant **for the applicable Phase** shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

58. The Developer **for the applicable Phase** shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

59. All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.

60. Comply with any additional requirements, if any, as means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.

61. Install a striping and pavement legend per City of Carson PW Standard Drawings.

62. If needed **for the applicable Phase**, grant an easement(s) to the City or other appropriate agency or entity to the extent necessary for the construction and maintenance of all infrastructures required pursuant to the project approval and these conditions, and to facilitate ADA-compliant pedestrian and vehicular ingress and egress across driveways or other access points connecting the proposed development to the public right-of-way, or otherwise along the public right-of-way on or adjacent to the proposed development, to the satisfaction of the City Engineer and or appropriate agency or entity.

63. The Developer shall annex the area to the L.A. County Lighting Maintenance District, for the purpose of operating and maintaining the streetlights to be installed **but only for offsite streetlights in the public right of way.** The annexation shall be to the satisfaction of L.A. County and shall be completed prior to the issuance of **final** Certificate**s** of Occupancy. Additional streetlight installation or upgrade to existing streetlights may be required as part of the annexation.

64. Relocate existing conflicting street light poles to the satisfaction of L.A. County Traffic and Lighting Division, the City of the City Engineer and/or appropriate agency or entity.

PUBLIC WORKS – WATER QUALITY

Prior to Issuance of Building Permit

65. Prior to the issuance of Building Permit the proposed development is subject to the following:

a) Per City of Carson ordinance 5809 ~~developer~~ **Developer for the applicable Phase** shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

b) Developer shall apply for a Construction Activities Stormwater General Permit from the State Water Resources Control Board.

c) Developer shall provide a copy of an approved SWPPP stamped by **the City and/or the** Los Angeles County Building and Safety Division along with WDID number.

d) Developer shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site to **Roland Jen** via E-mail **RJen**@Carson.ca.us

e) Developer shall submit digital copies of the LID/NPDES/Grading Plans, hydrology and Hydraulic analysis concurrently to City of Carson, Engineering Services Department and Building & Safety Division. Deliver copy to **Roland Jen** via E-mail **RJen**@Carson.ca.us

f) Developer shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Issuance of Certificate of Occupancy

66. Prior to the issuance of Certificate of Occupancy the proposed development is subject to the following:

a) For any structural and/or treatment control device installed. Developer shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.

b) Developer shall complete and submit digital BMP Reporting Template Spreadsheet to the City Public Works Department.

c) Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registers Recorder/County Clerk.

d) RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer.

e) Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.

f) Developer shall provide an approved Notice of Termination (NOT) by the State Water Resources Control Board.

FIRE DEPARTMENT

67. The proposed development for the Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

Final Map

68. Submit the Final Map for review and approval prior to recordation. Submittals are to be made at epicla.lacounty.gov.

69. Label the driveway "Private Driveway and Fire Lane" on the Final Map and clearly depict the required Fire Department width as approved at the tentative map review.

70. Prior to building permit issuance **for each Phase**, verification for compliance **with respect to the applicable Phase** will be performed during the fire prevention engineering plan check unit architectural plan review.

LOS ANGELES COUNTY DEPARTMENT PUBLIC WORKS

Drainage

71. Comply with the approved hydrology study, or the latest revision, to the satisfaction of **City of Carson Building & Safety.** ~~Public Works~~

72. Comply with the City's water quality requirements.

Geology and Soils

73. The final map must be approved by the **City of Carson Building&Safety's designated geotechnical expert** ~~Geotechnical and Materials Engineering Division (GMED)~~ to assure that all geotechnical requirements have been properly depicted.

Grading

74. Submit a grading plan **to the City of Carson Building&Safety** for approval. Also, acknowledgment and/or approval from all easement holders may be required.

75. Prior to approval of the grading plan, provide approval of the latest hydrology study ~~by~~ **to** the City **of Carson Building & Safety.**

76. Prior to approval of the grading plan, the subject grading plan must also be approved by Public Works, Geotechnical and Materials Engineering Division (GMED) or the City's Geotechnical Engineer.

77. **In order to ensure access to the Townhomes from Avalon Blvd through the Apartment lots, the rough grading of the site shall be completed for the entire Property. Notwithstanding the foregoing, the inspection and signoff of individual rough-graded pads for the Townhomes and/or either Apartment lot, respectively, can be obtained for individual rough-graded pads during the rough-grading effort.** Prior to approval of the grading plan, provide approval of any permits and/or letter of non-jurisdiction from all State and Federal Agencies as applicable. These agencies may include; the State of California Regional Water Quality Control Board, the State of California Department of Fish and Wildlife, the State of California Department of Conservation, the California Geologic Energy Management, and the Army Corps of Engineers.

Street

78. Dedicate an additional 5 feet of street right of way on Grace Avenue (30' from the street centerline).

79. Construct road improvements along the property frontage on Grace Avenue to include standard pavement, base, pavement transition, curb, gutter, and sidewalks. Sidewalks are to be constructed next to the property line. Relocate any affected utilities.

80. Reconstruct the cul-de-sac on Grace Avenue with a minimum radius of 32 feet.

81. Reconstruct the existing driveway on Avalon Boulevard to comply with American with Disabilities Act standards. The shared driveway needs to be reconstructed as two separate driveways. A 1' minimum clearance is required between the driveways top of "x."

82. Repair or replace all damaged sidewalk panels.

83. Repair or replace any improvements damaged during construction.

84. Plant street trees along the property frontage on Grace Avenue and Avalon Boulevard and provide a privately maintained irrigation system. Existing trees in dedicated or to be dedicated right of way shall be removed and replaced if not acceptable as street trees.

85. All drainage improvements within public right of way are to be privately maintained. Execute a covenant for private maintenance of curb/parkway drains, if any.

86. Underground all existing service lines and distribution lines that are less than 50 KV and new utility lines to the satisfaction of Southern California Edison.

87. Prior to **any** ~~final~~ **certificates of occupancy** ~~map approval,~~ enter into an agreement with the **local-**franchised cable TV operator (if an area is served) to permit the installation of cable in a common utility trench or provide documentation that steps to provide cable TV to the proposed subdivision have been initiated.

88. Comply with the City's road conditions.

89. Comply with the street lighting conditions as stipulated in the enclosed memorandum dated February 1, 2022, from Los Angeles County Public Works, Traffic Safety and Mobility Division (Street Lighting Section), and/or any of the City's street lighting requirements. **Per the memorandum, the County Lighting Districts cannot assume responsibility for streetlights located within gated communities or on roadways designated as a private or private-future street.**

Sewer

90. The approved sewer area study for this proposed land division remains valid for two years from the date of approval. After this period, the applicant shall request the City to re-validate the existing approved sewer area study. Any modifications to the approved tentative map may invalidate this sewer area study. If warranted by Public Works or the City, an approved update of the area study shall be required.

Water

91. The Developer shall comply with the requirements as stipulated in the Will Serve letter from California Water Service.

Subdivision

92. Provide addressing information in Microsoft Excel format to the satisfaction of the City Engineer.

93. Reserve reciprocal easements for drainage, ingress/egress, sewer, water, utilities, right to grade, and maintenance purposes, etc., in documents, over the common private driveways.

94. ~~Remove existing buildings prior to final map approval.~~ Demolition permits and final sign-off from the building inspector are required from the local Building and Safety office.

95. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.

96. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of $5,000 with Los Angeles County Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

Street Light Requirements

97. The~~ project area~~ **installation of new street lights in the public right of way** will ~~be~~ require~~d to~~ **annexation into**~~ be annexed to~~ the County Lighting Maintenance District serving the City of Carson. Therefore, submit a street lighting plan showing existing **offsite** streetlight**s** **in the right of way** for the annexation process prior to **issuance of any** certificate**s** of occupancy.

98. Upon submittal of street lighting plans(s) **(offsites**~~ subdivision~~ only), the applicant shall comply with conditions of annexation in order for the light districts to pay for the future operation and maintenance of the streetlights. The annexation and the levy of assessment require the approval of the Board of Supervisors prior to Public Works approving street lighting plans. It is the sole responsibility of the owner/developer of the project to have all street lighting plans approved prior to~~ the map recordation~~ **the issuance of any certificates of occupancy.** The required street lighting improvements shall be the sole responsibility of the owner/developer of the project and the installation must be accepted per approved plans. If phasing of the project is approved, the required street lighting improvements shall be the sole responsibility of the owner/developer of the project and will be made a condition of approval to be in place for each phase.

Conditions of Annexation for County Lighting Maintenance District

99. Provide business/property owners name, mailing address, site address, Accessor Parcel Number, and Parcel Boundaries in Auto CADD format to be developed to Street Lighting Section **for any new street lights in the public right of way prior to issuance of any certificates of occupancy.**

100. Submit map of the proposed project including any roadways condition for streetlights to Street Lighting Section **for any new street lights in the public right of way prior to issuance of any certificates of occupancy.** Contact Street Lighting Section for map requirements and/or questions at (626) 300-4726.

Conditions of Acceptance for Street Light Transfer of Billing

101. ~~The area~~ **Prior to issuance of any certificate of occupancy for the applicable Phase, any new offsite street lights** must be annexed into the lighting district and all streetlight**s** in the project, or the approved phase of the project, must be constructed according to **City** ~~Public Works~~ approved plans. The contractor shall submit one complete set of "as-built" plans. The lighting district can assume the responsibility for the operation and maintenance of the **offsite** streetlights by July 1st of any given year, proved the above conditions are met, all streetlight**s** in the project, or approved project phase, have been constructed per **City** ~~Public Works~~ approved plan and energized and the owner/developer has requested a transfer of billing **for offsite street lights** at least by January 1st of the previous year. The transfer of billing could be delayed one or more years if the above conditions are not met.

Recycled Water and Purple Pipe Extension

102. ~~The Developer will provide recycled water purple pipe on site and will tie into any future purple pipe infrastructure. Prior to issuance of any Project grading or building permits, Developer shall enter into an agreement with the City and West Basin Municipal Water District to extend the existing purple pipe infrastructure from the intersection of Lenardo Drive and Avalon Boulevard to Avalon Boulevard and Carson Street. If an agreement cannot be reached, Developer will tie into purple pipe infrastructure when it becomes available.~~ **Intentionally Omitted.**

103. ***Interim Development Impact Fee:*** **In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code ("CMC"), the applicant, property owner, and/or successor to whom this project approval is assigned ("Developer") shall be responsible for payment of one-time interim development impact fees ("IDIF") for the applicable Phase at the applicable rate detailed below for each unit of residential development constructed for the project. If the project increases or decreases in regards to the number of units constructed, the total IDIF amount will be adjusted accordingly at the applicable rate.**

Per CMC 11504, the IDIF shall be paid prior to the issuance of a certificate of occupancy for the specific Townhome or Apartment building or up to twelve (12) months following the issuance of the building permit for the specific Townhome or Apartment building, whichever occurs first, and the applicable IDIF rate (detailed below) shall be that in effect at the time of such payment, unless the timing or requirements of payment is modified by applicable State Law. No certificate of occupancy shall be issued prior to the full payment of the required IDIF amount, which payment shall be made in one lump sum installment. IDIF amounts/rates are subject to adjustment every July 1st based on State of California Construction Cost Index (Prior March to Current March Adjustment), per CMC Section 11500.

IDIF amounts/rates for residential development have been set at $16,918.01 per unit (1 bedroom or studio) and $21,147.52 (All Other) per unit for Fiscal Year 2025-26, effective July 1, 2025, through June 30, 2026. Affordable Housing Units are exempted from IDIF.

None of the proposed project units are exempt from IDIF. Based on the above-specified rates, the Developer would be responsible for a total payment of IDIF for the proposed project in an amount calculated as follows: (538 units [1 bedroom or studio] X $16,918.01 per unit = $9,101,889.38) + (578 units [All Other] X $21,147.52 per unit = $12,223,266.56) = $21,325,155.94, subject to any applicable fee credits or reimbursements to which Developer might be entitled under Carson Municipal Code Sections 11800-11804.

However, if the IDIF for the project is not paid in 2025-26 fiscal year (i.e., by June 30, 2026), a new IDIF rate/amount will apply for the period of July 1, 2026, through June 30, 2027, based on the IDIF rate for Fiscal Year 2026-27, and so on for subsequent fiscal year(s). The fee for Fiscal Year 2026-2027 IDIF has not yet been determined.

To understand the requirements in more detail, please visit the City's IDIF webpage at: https://ci.carson.ca.us/communitydevelopment/IDIFProgram.aspx and/or contact James Nguyen at jnguyen@carsonca.gov or 310-952-1700 ext. 1310.

Notice of Imposition of Interim Development Impact Fees; Right to Protest

Pursuant to CMC Section 11503, Developer is hereby notified of the IDIF imposed on the project, as described and in the amount stated above. In accordance with Government Code Section 66020, Developer may protest the imposition of the IDIF on the project by complying with the requirements set forth in CMC 11900. Any such protest shall be filed at the time of the approval or conditional approval of a development, as that phrase is defined in CMC 11901(A).

If you have any questions or comments regarding this notice, please contact James

Nguyen at jnguyen@carsonca.gov or (310) 952-1700 ext. 1310.

~~In lieu of the Developer and the Project opting into Citywide Community Facilities District No. 2018-01 ("CFD") (estimated to have a net present value over the life of this Agreement of approximately fourteen million six hundred fifty-eight thousand three hundred sixty-two dollars ($14,658,362.00) and paying Development Impact Fees pursuant to Ordinance No. 19-1931 (estimated to be approximately thirteen million one hundred twenty-seven thousand fourteen dollars ($13,127,014.00) based on current Project features), Developer shall pay a Development Agreement Fee totaling thirty million fifteen thousand three hundred seventy-six dollars ($30,015,376.00) (the "Development Agreement Fee") (this includes an additional fee of $2,000 per residential unit multiplied by 1,115 units even if fewer units are constructed (equal to two million two hundred thirty thousand dollars ($2,230,000.00)).~~

~~Developer shall have the right to pay the Development Agreement Fee as prescribed below or cause the Development Agreement Fee contributions and payments to be made by a nonprofit entity in accordance with the terms prescribed by this Agreement. Except as otherwise provided for the Carson Park and Recreation Subsidy and the Initial DA Fee Payment, the amounts prescribed below shall be paid either by the Developer or the nonprofit entity at the City's direction toward specific programs, projects or uses within the following categories: (i) park, recreational and open space site acquisition, facility development and maintenance, (ii) City infrastructure improvements, maintenance and upgrades, and (iii) community recreational benefits and subsidies. The Development Agreement Fee payments are limited to the amounts and subject to the schedule set forth below:~~

~~a) Three hundred thousand dollars ($300,000.00) shall be due upon the Effective Date of the DA and shall be used by City to subsidize Carson residents' fees and costs associated with park and recreational registration, trophies and jerseys ("Carson Park and Recreation Subsidy").~~

~~b) Five million dollars ($5,000,000.00) shall be due prior to issuance of a grading permit for the Project ("Initial DA Fee Payment"). The City shall have the option to use the Initial DA Fee Payment in whole or in part for low income housing including but not limited to maintenance and upgrades to, and assistance with the preservation of, existing mobilehome parks located throughout the City.~~

~~c) Five million dollars ($5,000,000.00) shall be due prior to issuance of a building permit for the first Townhome to be constructed within the Project.~~

~~d) Six million dollars ($6,000,000.00) shall be due prior to issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project, and another six million dollars ($6,000,000.00) shall be due upon issuance of a certificate of occupancy for the second Apartment building to be constructed within the Project..~~

~~e) Five million dollars ($5,000,000.00) shall be due within six months following issuance of a certificate of occupancy for the first Apartment building to be constructed within the Project.~~

~~f) Two million seven hundred fifteen thousand three hundred and seventy-six dollars ($2,715,376.00) shall be due prior to issuance of a building permit for the 150th Townhome to be constructed within the Project.~~

EXHIBIT C TO CITY COUNCIL ORDINANCE NO. 22-2221 – CONDITIONS OF APPROVAL (SPECIFIC PLAN NO. 21-19)

These "Conditions of Approval" shall govern the Imperial Avalon Specific Plan ("Specific Plan"), located at 21207 Avalon Boulevard in the City of Carson ("Project Site"). The "Project" consists of a mixed use project including 1,115 residential dwelling units, 10,000 square feet of restaurant area, and a 22,859 square foot of publicly accessible but privately maintained open space area within the Imperial Avalon Specific Plan. The Project is proposed by the "Applicant" which currently **(as of the date of Planning Commission Resolution No. 22-244)** consists of Imperial Avalon, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the Imperial Avalon Specific Plan.

2. The adopted Ordinance approving the Imperial Avalon Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the Specific Plan, Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program (MMRP), and Development Agreement (DA). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project.

5. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the Final Environmental Impact Report and MMRP.

6. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Specific Plan provisions.

7. The applicant shall update the Specific Plan document, if deemed necessary by the Community Development Director, consistent with all approvals and revisions approved by the City Council.

8. City Approvals. All approvals by City, with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the January 19, 2021 Reimbursement Agreement.

9. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement, dated January 19, 2021.

10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings(collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including site improvements and other associated improvements. Or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

11. Vehicular Gates. The location and design of all proposed vehicular gates shall be reviewed and approved by the City's traffic engineer and the Los Angeles County Fire Department.

12. Pedestrian Gates. The location, design and access control methods for all proposed pedestrian gates, including access gates for the pedestrian bridge, shall be reviewed and approved by the Director of Community Development prior to the issuance of any building permit.